

### San Bernardino Associated Governments

1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA 92410 Phone: (909) 884-8276 Fax: (909) 885-4407 www.sanbag.ca.gov



•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority

•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

### AGENDA.

### **Major Projects Committee**

August 9, 2007 9:00 a.m.

Location:
SANBAG Offices
The Super Chief Room
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor
San Bernardino, CA 92410

### Major Projects Committee Membership

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John Pomierski, Mayor City of Upland

Vice-Chair

Grace Vargas, Mayor City of Rialto

Paul Biane, Supervisor County of San Bernardino

Dennis Hansberger, Supervisor County of San Bernardino

Josie Gonzales, Supervisor County of San Bernardino

Gary Ovitt, Supervisor County of San Bernardino Dennis Yates, Mayor City of Chino

Gwenn Norton-Perry, Mayor City of Chino Hills

Kelly Chastain, Mayor City of Colton

Mark Nuaimi, Mayor City of Fontana

Bea Cortes, Council Member City of Grand Terrace

Larry McCallon, Council Member City of Highland Robert Christman, Mayor City of Loma Linda

Paul M. Eaton, Mayor City of Montelair

Paul Leon, Mayor City of Ontario

Diane Williams, Mayor Pro Tem City of Rancho Cucamonga

Pat Gilbreath, Mayor Pro Tem City of Redlands

Pat Morris, Mayor City of San Bernardino

Richard Riddell, Mayor City of Yucaipa San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

### **Major Projects Committee**

August 9, 2007 9:00 a.m.

### LOCATION:

Santa Fe Depot

The Super Chief Room

1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino

<u>CALL TO ORDER – 9:00 a.m.</u> (Meeting chaired by Mayor John Pomierski.)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications Nessa Williams

### 1. Possible Conflict of Interest Issues for the SANBAG Major Projects Pg. 7 Meeting of June 14, 2007

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

### Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

Pg. 12

### 2. Major Projects Attendance Roster

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Action

### Consent Calendar Cont...

3. Construction Change Orders to On-going SANBAG Construction Pg. 15
Contracts with Brutoco Engineering & Construction, Atkinson
Contractors LP, Atkinson/MCM JV, Tony's Multi-Service Firm,
Inc., Diversified Services, Inc., and Republic Electric

Review and ratify change orders. Darren Kettle

### Discussion Calendar

4. Design Cooperative Agreement No. C08044 with Caltrans for the Pg. 38 Interstate 10 Westbound Lane addition

Approve Design Cooperative Agreement No. C08044 with Caltrans for the Interstate 10 Westbound Lane Addition **Darren Kettle** 

5. Cooperative Agreement No. R08007 with Lowes HIW Corporation Pg. 51 for the State Street/University Parkway Grade Separation Project.

Approve Cooperative Agreement No. R08007 with Lowes HIW Corporation (LOWES) for the Street/University Parkway Grade Separation which would result in receiving an estimated \$60,000 as detailed in the Financial Impact Section. TN 87108000 Darren Kettle

6. Approve Contract No. 08-002 with CH2MHill to provide final design Pg. 60 services for the Interstate 10 Westbound Lane Addition Project

Approve Contract No. 08-002 with CH2MHill to provide final design services for the Interstate 10 Westbound Lane Addition Project an amount not to exceed \$3,500,000 as described in the financial impact section below. TN 86208000 Darren Kettle

- 7. Amendment No. 5 to Cooperative Agreement No. 95-065 with San Bernardino County Real Estate Services for right of way acquisition services
  - 1. Approve Amendment No. 5 to Cooperative Agreement No. 95-065 with San Bernardino County Real Estate Services for right of way acquisition services extending the period of performance through December 31, 2009 and increasing the not to exceed amount by \$500,000 for a new agreement total of \$1.641 million as described in the financial impact section below, and
  - 2. Amend the 2007/08 SANBAG Budget increasing revenues and expenditures in the amount of \$250,000 in TN 82208000, \$150,000 TN 87080000, and \$100,000 in TN 81508000. Funding sources include Measure I Valley Major Projects and State Traffic Congestion Relief Program (TCRP) funds. Darren Kettle

8. Amendment No. 1 to Contract No. 03-037 with Terry Haines for Pg. 96 right of way consultant services.

Approve Amendment No. 1 to Contract No. 03-037 with Terry Haines for right of way consultant services increasing the not to exceed amount of by \$75,000 for a new contract total of \$150,000 as described in the financial impact section below. TN 81508000 Darren Kettle

- 9. Additional Items from Committee Members
- 10. Brief Comments by General Public
- 11. Director's Comments
- 12. Acronym Listing

Pg. 100

### <u>ADJOURNMENT</u>

The next
Major Projects Committee Meeting is
September 13, 2007.

### Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

<u>Agendas</u> – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting, Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

<u>Closed Session Agenda Items</u> – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item — Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

<u>Public Comment</u> – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.* 

<u>Disruptive Conduct</u> – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!* 



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San Bernardino County Transportation Commission
 San Bernardino County Transportation Authority

■ San Bernardino County Congestion Management Agency
■ Service Authority for Freeway Emergencies

### Minute Action

AGENDA ITEM 1
AGENDA HEM I

Date:

August 9, 2007

Subject:

Information Relative to Possible Conflict of Interest

Recommendation\*:

Note agenda items and contractors/subcontractors, which may require member

abstentions due to possible conflicts of interest.

Background:

In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains

recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	04-018	Brutoco Engineering & Construction	Ortiz – A.C.
		Mike Murphy	Alcorn Fencing
			Anderson Drilling
			Modern Alloys
			JV Landelearing
			Pavement Recycling
	THE THE PROPERTY OF THE PROPER		ACL
			Moore Signs & Lighting

Majo	Approved or Projects Comm	nittee	
De	ite: <u>August 9, 20</u>	<u>007</u>	
Move	ed: Sec	cond:	
In Favor:	Opposed:	Abstained:	
Witnessed:		may 17	

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A Cont	04-018		Pacific Restoration
			Harbor Co.
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			Sudhakar
			Avar-Campbell
			Franklin Reinf. Steel
3-B	05-014	Atkinson Contractors	All American Asphalt
		Scott Lynn	Modern Alloys
		Kent Reiman	Diversified Landscaping
			JV Land Clearing
	Annual Maria		Valley Concrete Placing
taassa			Coffman Specialties
			Alcorn Fence
di dia di dia di	And a second sec		Coral Construction
			Sudhakar Company
			Dywidag Systems
			Highlight Electric
			Regional Steel
And the state of t			Anderson Drilling
3-C	05-005	Atkinson Contractors	All American Asphalt
		Scott Lynn	Modern Alloys
Antonio Martino Martin		Kent Reiman	Diversified Landscaping
		MCM	JV Land Clearing
		H McGovern	Valley Concrete Placing
			Coffman Specialties
			Alcom Fence
			Coral Construction
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we would be a second of the se			Dywidag Systems
			Highlight Electric
			Regional Steel

Item No.	Contract No.	Principals & Agents	Subcontractors
3-D	06-001	Atkinson Contractors	West Coast Demo
		Scott Lyon	Penhall
		Kent Reiman	Moore Electric
	***************************************		CGO Construction
			United Steel Placers
			Superior Gunite
	######################################		ACL
			Reycon
	7,000		Diversified Landscape
			Modern Alloys
	with the state of		Statewide Safety
			Sudhakar
			Anderson Drilling
	de name de la companya de la company		DSI
			Ulmer Industries
			CTM
			Ortiz Asphalt Paving
			Alcorn Fence
3-E	06-016	Tony's Multi-Service Firm	Rock Structures
~		Manuel Blanco	High Light Electric
			W.S.S. Construction
			United Traffic
			Diversified Landscape
	06-017	Tony's Multi Service Firm	Rock Structures
J-1	0001	Manuel Blanco	High Light Electric
			T.E. Roberts
			United Traffic
	***************************************		
7.0	06-064	Diversified Services, Inc.	Ace Fence
3-G	00-004	Paul Morales	Reycon
	Back and Windows (Windows )		T.E. Roberts
	-		A CAMPA A NACCO NACCO

Item No.	Contract No.	Principals & Agents	Subcontractors
3-H	06-065	Tony's Multi-Service Firm  Manuel Blanco	Rock Structures Innovative Electric T.E. Roberts
			T.E. Roberts
3-I	06-056	Republic Electric  James A. Wagner, P.E.  Vice President, Engineering	Jones Backhoe Service, Inc. Fiberspan Communications
3-J	07-095	Atkinson Contractors, LP Scott Lyon Kent Reiman	Sudhakar Diversified Landscape Statewide Safety and Signs Alcorn Fence Coral Construction West Coast Welding DSI Integrity Rebar CTM Construction Penhall VT Electric Ortiz Asphalt
4	C08044	Caltrans Anthony Liao	None
5	R08007	Lowes HIW Corporation  Kimberly Hysni  Al Montes  Todd VanDahlen	None
6	08-002	CH2MHill Rick Simon	Boyle Engineering Associated Engineers STB Landscape Architecture
7	95-065-05	San Bernardino County Real Estate Services Lou Schnepp	None

Major Projects Agenda Item August 9, 2007 Page 5

			1
8	03-037-01	Terry Haines	None
	According to the second	Terry Haines	
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This item has no direct impact on the SANBAG budget. Financial Impact:

This item is prepared monthly for review by SANBAG Board and Committee Reviewed By:

MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD - 2007 AGENDAITEM\_

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Patrick Morris City of San Bernardino	×	×	×	×		×						
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Gary Ovitt Board of Supervisors												

MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD - 2007 Feb ×  $\times$  $\times$ × × Mar × × × AGENDA ITEM\_ April  $\times$  $\times$ ×  $\times$ CANCELLED May June  $\times$  $\times$ ×  $\times$ CANCELLED July Aug Sept

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City of Chino

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Grace Vargas
City of Rialto

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City of Yucaipa

Dick Riddell

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City of Ontario

AGENDA ITEM

14

MAJOR PROJECTS COMMITTEE ATTENDANCE ROSTER - 2006

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X - attended meeting.

The crossed-out boxes indicate members who were not on the committee as of that month.

The empty boxes indicate member who did not attend the meeting that month.



### San Bernardino Associated Governments

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■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority

■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

	Minute Ac	ction
	AGENDA ITEM:	3
Date:	August 9, 2007	
Subject:	Contracts with Brutoco Engine	rs to On-going SANBAG Construction eering & Construction, Atkinson Contractors my's Multi-Service Firm, Inc., Diversified lectric.
Recommendation:*	Review and ratify change orde	ers.
Background:	Engineering & Construct	ing construction contracts with Brutoco ion, Inc, Atkinson Contractors LP, fulti-Service Firm, Inc., Diversified Services,
	As directed by SANBAG Boa construction change orders (C	rd action on September 1, 1999, the status of COs) is presented below:
	of I-10 Truck Climbing	Engineering & Construction for construction Lane project: No new CCOs have been ijor Projects Committee action.
	Segments 9/10/11 Mainl (\$150,000.00 increase for facilities); CCO No. 37,	Contractors, LP for construction of SR-210 ine project: CCO No. 25, Supplement 2 additional funds to modify existing drainage Supplement 1 (\$70,000 increase to install beam guard railing connections to abutments
		Approved Major Projects Committee
		Date: <u>August 9, 2007</u>
		Moved: Second:
		In Favor: Opposed: Abstained:
		Witnessed:

and walls); CCO No. 85 (\$76,510.00 increase to construct slope paving, concrete barrier and place asphalt concrete); CCO No. 86 (\$32,000.00 increase to remove an existing wall, construct a new block wall and gate, place decomposed granite, and to relocate irrigation at the City of Rialto's pump station); CCO No. 87 (\$46,000.00 decrease to eliminate the training scheduled for the fiber optics equipment); CCO No. 88 (\$20,000.00 increase to install concrete curb and gutter, and perform asphalt pavement repair); CCO No. 89 (\$10,000.00 increase to provide additional labor, equipment and material for the "Come Play on the Freeway" pre-opening celebration); CCO No. 90 (\$79,171.95 increase to provide and install additional equipment and to splice the assignments for the Fiber Optics, Node and CCTV); and CCO No. 92 (\$5,158.90 increase to compensate for additional water service fees at the Lilac Avenue parkway); have been approved since the last Major Projects Committee action.

- C. CN 05-005 with Atkinson Contractors/MCM JV for construction of SR-210 Segment 11 Early project: No new CCOs have been approved since the last Major Projects Committee action.
- D. CN 06-001 with Atkinson Contractors, LP for construction of I-10 Median Mixed-Flow Lane project: CCO No. 31 (\$15,000.00 increase to perform field modifications for new and existing drainage facilities); CCO No. 32 (\$0.00 increase to modify the weight limitations on soundwall blocks); and CCO No. 33 (\$20,000 increase to remove and dispose of man-made buried objects) have been approved since the last Major Projects Committee action.
- E. CN 06-016 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 1 Landscaping: CCO No. 5, Supplement 1 (\$15,000.00 increase to remove and dispose of rock material in planting areas); and CCO No. 9 (\$2,984.10 increase to substitute bubbler heads on the UV pipe) have been approved since the last Major Projects Committee action.
- F. CN 06-017 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 2 Landscaping: CCO No. 8 (\$2,270.70 increase to substitute bubbler heads on the UV pipe); and CCO No. 9 (\$5,000 increase to move trees and the irrigation system in front of the Colonies' advertising sign) have been approved since the last Major Projects Committee action.
- G. CN 06-064 with Diversified Services, Inc. for construction of SR-210 Segment 3 Landscaping: CCO No. 9 (\$11,281.39 increase to remove and dispose of rock material in planting areas); and CCO No. 12

(\$10,176.00 decrease to eliminate the bid item for Header Board) have been approved since the last Major Projects Committee action.

- H. CN 06-065 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 4 Landscaping: CCO No. 4 (\$0.00 increase to substitute bubbler heads on the UV pipe); and CCO No. 5 (\$6,071.00 decrease to eliminate the bid item for Header Board) have been approved since the last Major Projects Committee action.
- I. CN 06-056 with Republic Electric for installation of the San Bernardino Valley Coordinated Traffic Signal System Tier 2: CCO No. 3 (\$5,522.87 increase to locate and connect a conduit stub from the City of Rancho Cucamonga); CCO No. 4 (\$1,003.46 decrease to repair conduit and delete a new controller base); and CCO No. 5 (\$2,071.98 increase to core drill a wall, install conduit and a pull box) have been approved since the last Major Projects Committee action.
- J. CN 07-095 with Atkinson Contractors, LP for construction of the I-215 5<sup>th</sup> Street Overcrossing: No new CCO's have been approved since the last Major Projects Committee action.

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 82407 and TN 86007.

Reviewed By:

This item will be reviewed by the Major Projects Committee on August 9, 2007.

Responsible Staff:

Darren Kettle, Director of Freeway Construction

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## San Bernardino Associated Governments CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 08/01/2007)

000	DESCRIPTION	PAY	TIME	000	L	TO DATE CON	CONTINGENCY	R.E.	CONTRACTOR	CTOR	CT/FHWA Concurrence	ncurrence	SANBAG Approval	pproval	DATE	STATUS/
	(S) = With Supplemental \$	QT/M	EX.	AMOUNT %	 %	AMOUNT	BALANCE	SIGN.	TO	FROM	TO	FROM	TO	FROM	APPROVED	REMARKS
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	1 L.3	EWFA	0	\$45,000.00				1/27/05	1/27/05	2/2/05	1/28/05	5/20/05	2/8/05	2/10/05	2/10/05	Approved & Implemented
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l er	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	İ				6/24/05	n/a	8/13	n/a	n/a	90/06/9	7/6/05	7/6/05	Approved & Implemented
3				\$45,000.00	0.05%	\$ 00.000,00\$	10,972,039.52		2/9/02	<< Approved Copies	Copies					
₹	ADDITIONAL FUNDS FOR CCO 1	EWFA	0				PERSONAL PROPERTY OF THE PERSON OF THE PERSO	10/12/05	11/8/05	N/A	4/5/06 (Follow Up)	4/5/06	10/12/05	10/12/05	11405	Approved & Implemented
					0.10%	\$ 190,000,061\$	10,872,039.52		11/8/05	<< Approved Copies	Copies				***************************************	
₹	ADDITIONAL FUNDS FOR CCO 1	EWFA	0 .				and the second s	90/08/8	N/A	N/A	4/5/06	7/21/06	4/3/06	4/5/06	4/5/06	Approved & Implemented
- 1					0.12%	\$305,000.00  \$	10,757,039.52		4/5/06	<< Approved Copies	Copies					
₹	ADDITIONAL FUNDS FOR CCO 1	EWFA	0		act o	\$ 00 000 Sex	10.627.030.52	11/1/06	N/A	N/A 11/3	11/3/06		11/1/06	11/7/06	11/6/06	Approved & Implemented
15	DDITIONAL FUNDS FOR CCO 1	EWFA	c	\$150,000.00	6 2		TOTAL STOCKE	5/11/07	N/A	N/A	5/14/07		5/14/07	5/23/07	5/22/07	Approved &
_	THRU 1-54				ALTERNATION WOODS			- 1 - 1 - 1							dalish melahamba dahaya yang daya daya	Implemented
					0.15%	\$585,000.00 \$	10,477,039.52		5/23/07	<< Approved Copies	Copies					
æ •	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	EWFA	0			weither deadox/o===xAxadox/AUdowy/OssyxVymoryvy		1/27/05	1/27/05	2/2/05	1/28/05	5/20/05	2/4/05	2/10/05	2/10/05	Approved & Implemented
				\$50,000.00	0,05%	\$635,000,00	10,427,039.52		2/10/05	ed.	Copies					
4	ADDITIONAL FUNDS	EWFA	0	\$65,000.00				10/27/05	<b>∀</b> /Z	A/N	Follow Up Rd	6/28/06	10/27/05	11/21/05	11/21/05	Approved & Implemented
		- The state of the	-		0.07%	\$700,000.00	10,362,039.52		11/21/05	<< Approved Copies	Copies	THE A MANAGEMENT OF THE PARTY O				
122	FEDERAL APPRENTICESHIP TRAINING	ACUP	0	\$49,920.00				2/2/05	2/2/05	2/15/05	2/1/05	5/20/05	2/15/05 2/16/05	2/17/05	2/17/05	Approved & Implemented
		,		\$49,920.00	0.05%	\$749,920.00 \$	10,312,119,52		2/11/05	<< Approved Copies	Copies					
ď	ACACIA CUL-DE-SAC	EWFA	0	\$5,000.00				3/4/05	3/16/05	3/22/05	3/7/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented
		E Cart	_	202911829	%#00	\$788.069.00	10.273.970.52	AAA AAAAAAAAAAAAAAAAAAAAAA	3729/05	< Approved Copies	Copies					
ರರ	CUT, TRIM, REMOVE & DISPOSE OF FANDERS & MISC SHRIBS ALONG	EWFA	ļ°.					201105	2/8/05	2/15/05	2/8/05	5/20/05	2/15/05	7117105	2/17/105	Approved & Implemented
<u>.</u>		VALUE VALUE AND AND AND AND AND AND AND AND AND AND	_	Ì	0.04%	\$823,069,00 \$	10,238,970.52		2/17/05	<< Approved Copies	Copies	AMAILY BOUGHT MINNEY VITTING	co for fr	# 1 1 1 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		
₹	ADDITIONAL FUNDS	EWFA	0					4/17/06	N/A	N/A	4/19/06 (Courtesy)	4/24/06	4/17/06	4/19/06	4/19/06	Approved & Implemented
					0.04%	\$861,069.00 \$	10,200,970.52		4719/06	<< Approved Copies	Copies				0.00	
တက	STRIPING PLANS FOR HIGHLAND DETOUR	EWFA	0	\$15,000.00				3/4/05	3/16/05	372205	3/7/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented
:			-	<u> </u>	0.03%	\$892,069.00 \$	10,169,970.52		3/29/05	<< Approved Copies	Copies					
100 E	REVISED PLAN SHEETS (CLARIFICATIONS)	NCNC	0	1	abada.		**************************************	2/15/05	2/17/05	30/8/02	2/18/05	5/20/05	3/8/05	3/16/08	3/16/05	Approved & Implemented
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Σ	MAN- MADE BURIED OBJECTS	EWFA	0	\$30,000,00		SARYA TO THE SARYA	A combination of the control of the	37/05	3/16/05	3/22/05	3/8/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented
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≪.	ADDITIONAL FUNDS	EWFA	0	ŀ		And the second s		5/25/05	N/A	N/A	Follow Up Request 6/23/06 7/	quest 7/5/06	5/23/05	5/26/05	cnicz/e	Implemented
I	And the second s	***************************************		\$45,000.00	0.05%	\$ 00.690,796\$	10,094,970.52		5/31/05	<< Approved Copies	Copies					

SEGMENTS 9, 10, 11 MAINLINE Contract No. 05-014

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## San Bernardino Associated Governments CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

SEGMENTS 9, 10, 11 MAINLINE

(Updated: 08/01/2007)

			Approved & Implemented		Approved & Implemented		Approved & Implemented		Approved & Implemented (Note: Rec'd from HI.	10/2/06)	Approved & Implemented		Approved & Implemented		Approved & Implemented		Approved & Implemented	Unilateral	Approved & Implemented		Approved & Implemented	***************************************	Approved & Implemented	Approved &	Implemented	Approved & Implemented		Approved & Implemented	Approved &		ł	Implemented
	DATE	APPROVED	11/29/05		3/29/05		9/28/05		8/2/06		3/30/05		4/5/05		5/18/05		4/16/07		7/6/05		5/18/05		5/15/07	8/0/05	S	9/26/05	SALARINA	12/12/05	5/18/05		5/145/07	
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	SANBAG /	2	11/22/05		3/22/05		9/26/05	A Charles	7/18/06		3/28/05		4/4/05		50/6/5		8/2/0%		7/5/05		50/6/5		5/14/07	101 110	8/2/02	9/21/05	2000	12/7/05	\$/9/05		20/44/3	2) 14/ U/
	эситепсе	FROM	rest 7/5/06		5/20/05		7/5/06				3/24/05		5/16/05		5/16/05				8/1/05		8/1/05			207 177	8/1/05	7/5/06		7/5/06	8/1/05			***************************************
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	CTOR	FROM	N/A	eq.	372205	<< Approved Copies	N/A	<< Approved Copies	N/A	<< Approved Copies	3/28/05	<< Approved (	4/4/05	<< Approved Copies	2/9/5	<< Approved Copies	Will Not Sign 4/10/07	<< Approved Copies	90/08/9	<< Approved Copies	50/9/5	<< Approved	N/A 5/14		<< Approved	N/A 6/23/0	n soulde .	N/A 6/23/0	20/9/9	<< Approved Conies	7/14	N/A 5/19
	CONTRACTOR	TO	N/A		3/16/05	3/29/05	A/A	9/28/05	N/A	10/2/06			4/1/05	4/6/05	4/11/05	5/18/05	90/11/8	4/16/07	6/3/05	20/9/2	5/3/05	5/18/05	N/A 5/16/07	7	7/21/05	N/A 9/26/05	27 mg/ 03	N/A 12/13/05	5/3/05	5/18/05		N/A
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	CONTINGENCY	BALANCE		10,054,970.52		10,024,970.52		9,984,970.52		9,939,970.52		9,909,970.52		9,899,970.52		9,836,560.12		9,830,775.99		9,810,623.32	ANDERSONAL PROPERTY	9,780,623.32	9,630,623.32		9,615,623.32	0 KOA 00A 92	2,000,040.34	9.570.623.32		9 530 623 32	Townson Comment	Communication development (1999)
	TO DATE C	AMOUNT		\$ 1,007,069,00		\$1,037,069.00 \$		\$1,077,069.00		\$1,122,069.00 \$		\$1,152,069.00 \$		\$1,162,069.00 \$		\$1,225,479.40 \$		\$1,231,263.53 \$		\$1,251,416.20 \$		\$1,281,416.20	\$1,431,416.20 \$		\$1,446,416.20 \$	8. 10C A14 3AC 3		\$1.491.416.201\$		\$ 1531 216 20		
		%		0.04%		0.03%		0.04%		0.05%		0.03%		0.01%		0.06%	<u> </u>	0.01%		0.02%	200	0.03%	0.15%		%200	76000	0.0270	800		2000		
	000	AMOUNT	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$63,410,40	\$63,410.40	\$5,784.13	\$5,784.13	\$20,152.67	\$20,152.67	\$30,000.00	\$30,000.00	\$150,000.00	2001001	\$15,000.00	\$15,000.00	90.000,614	\$30,000.00	\$40,000.00	\$40 000 DB	00.000.000	\$80,000.00
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Contract No. 05-014	DESCRIPTION	(S) = With Supplemental \$	ADDITIONAL FUNDS		MAINTAIN UTILITY FACILITIES		ADDITIONAL FUNDS		ADDITIONAL FUNDS		REMOVE TEMPORARY LIGHTING ALONG HIGHLAND	:	GRAFFITI REMOVAL		REVISED DRAINAGE PLANS - SEGMENT 11		ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS		ADDITIONAL BNSF INSURANCE		ELECTRICAL SERVICE CONNECTION FEES		ADDITIONAL FUNDS TO CCO 15 (ELECTRICAL SERVICE CONNECTION)	VODEST NO CAN EAST DENCEMAN	MODIFY VOLCAN EAST DRIVEWAY	ADDITIONAL FUNDS		ADDITIONAL FUNDS	SWPPP MAINTENANCE SHARING		A COC OT SQUING 1AINCHEAN	(SWPPP MAINTENANCE)
U	000		జ స		6		9 53	;	9 28		0		=		12	******	€		4.		15		\$1 \$1	1	\$	16 S1		16.52	4	<u>©</u>	4.4	- 5

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## San Bernardino Associated Governments CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

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SEGMENTS 9, 10, 11 MAINLINE	LINE		CON	CONTRAC	San Bernardino Associated Coveriments IT CHANGE ORDER and CONTINGENCY BALANCE LOG	O ASSUCIAIEN ER and CON	TINGENC	Y BALAN	OE LOG					(Updated: 08/01/2007)	(2007)
	1							OCTOVOTACO	T GOLD	CT/EHWA Consurance	- Gordon	SANBAG	Approva	DATE	STATUS/
	PAY MTD	TIME EXT.	CCO AMOUNT		TO DATE CO	CONTINGENCY BALANCE	K.E. SIGN.	TO	FROM	TO	FROM	TO	FROM	APPROVED	REMARKS
	NCNC	0	00'0\$				2/11/95	5/26/05	50/1/9	5/26/05 email	8/1/05	6/1/05	9/6/9	6/2/05	Approved &
	-	1		%000	\$1,611,416.20 \$	9,450,623.32		< 10/9/9	<< Approved Copies	opies					
	EWFA	0	<u> </u>				4/15/05	90/6/9	6/13/05	6/10/05 email	8/1/05	6/13/05	6/15/05	6/15/05	Approved & Implemented
			1	0.03%	\$1,641,416.20 \$	9,420,623.32		2	<< Approved Copies	opies				m 27 m 7 ; =	
	EWFA	0	\$60,000.00			37.7	5/11/97	N/A	N/A	5/14/07		5/14/0/	5/16/07	/0KU6	Implemented
			\$60,000.00	7,900	\$1,701,416.20	9,360,623.32		5/16/07	<< Approved Copies	Copies		~		- Carrier Commission C	
	EWFA	0	\$15,000.00				5/27/05	90/6/9	50/6/9	6/2/05 emaíl	8/1/05	90/6/9	6/15/05	6/15/05	Approved & Implemented
			\$15,000.00	%20.0	\$1,716,416.20 \$	9,345,623.32	A	6/16/05	<< Approved (	Copies			***************************************	ASSAULT COMMISSION OF THE PARTY	
	EWFA	0					7/14/05	7/15/05	7/22/05	7/15/05	8/1/05	7/22/05	7/26/05	7/26/05	Approved & Implemented
	***************************************		\$15,000.00	0.02%	\$1,731,416.20 \$	9,330,623.32		7/27/05	<< Approved	Copies					
	МЭШ	0	\$11,331.36				5/23/05	5/25/05	90/21/9	5/26/05 email	7/28/05	6/17/05	6/23/05	6/23/05	Approved & Implemented
			\$11,331,36	0.01%	\$1,742,747.56 \$	9,319,291.96		2/11/05	2	Copies					y
	EWFA	0	\$2,000.00				8/18/05	8/22/05	8/31/05	6/8/6	9/8/02	9/8/05	6/11/05	9/19/05	Approved & Implemented
			\$2,000.00	%00.0	\$1,744,747.56 \$	9,317,291.96		9/19/05	<< Approved Capies	Copies				***************************************	9
*******	HEM	6	\$7,446.00			Revised >>>	8/18/05 10/3/05 12/5/05	9/9/05	9/30/05	9/9/05	12/14/05	8/18/05 10/4/05 12/16/05	1/9/06	<b>9</b> 0 F.	Approved a
		<u> </u>	\$7,446.00	0.01%	\$1,752,193.56	9,309,845.96		1/9/06	81	01				W 25 W 100	
	ITEM EWFA	0	\$12,852.80				9/9/9	6/11/9	6/30/05	6/17/05 email	6/28/05	7/5/05	7/6/05	<b>S0/9</b> /	Implemented
			\$15,352.80	0.02%	\$1,767,546.36 \$	9,294,493.16		20/9/2	<< Approved Copies	Copies				201015	A bear statement R.
	EWFA	0	\$30,000.00	2000	·	A A A STATE OF THE PROPERTY OF	6/16/05	6/17/05	6/28/05	6/17/05 email	6/28/05	7/5/05	7/6/05	spig//	Approved & Implemented
			\$30,000.00	0.03%	\$1,797,546.36 \$	9,264,493.16	70,00,02	cn/o//	A Approved Capies	captical		27308722706		9/14/06	Approved &
	EWFA	0	\$115,000.00			(Revised)	9/12/06	N/A	N/A	9/13/06		9/43/06			Implemented
			\$115,000.00	0.12%	\$1,912,546.36 \$	9,149,493.16		9/12/06	<< Approved	$\cup$		9/13/06	90/81/6	2144107	Ammoved &
ADDITIONAL FUNDS TO CCO 25 & CCO 25S1 (ADD'L DRAINAGE WORK)	EWFA	0	\$150,000.00				5/11/07	N/A	N/A	6/5/0/	and Alexander and Alexander and Alexander	5/14/11/	6/11/0/		Implemented
			\$150,000.00	0.15%	\$2,062,546.36 \$	8,999,493.16		6/11/07	<< Approved Copies	Copies	4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	407.407.07	10, 17, 101	400755	A regression &
MODIFICATIONS TO THE INTERSECTIONS OF LILAC/CASMALIA AND LILAC/TAHOE	S EWFA	o	\$55,000.00			Revised >>>	10/28/05	11/22/05	12/5/05	11/22/05	12/1/05	12/6/05	17/109	68.77	Implemented
			\$55,000.00	0.06%	\$2,117,546,36	8,944,493.16		12/7/05	<< Approved	J.				2014104	A water to the
1	EWFA	o	\$10,000.00			2nd Issuance>>>	7/18/05	1/29/05	12/5/05	7/29/05	8/17/05	12/6/05	12/7/05	G Z	Implemented
. 1			\$10,000.00	0.01%	\$2,127,546.36 \$	8,934,493.16		12/7/05	<< Approved Copies	Copies		20102	90/90/9	RIDRINE	Approved &
1	EWFA	0	\$45,000.00			AND DESCRIPTION OF THE PARTY OF	2/6/06	Y/Z		A LONG THE PROPERTY OF THE PRO	Approximate and the second sec	on/k/c	0/ 70/ 00	0000	Implemented
			\$45,000.00	0.05%	\$2,172,546.36 \$	8,889,493.16	207 46 47	6/26/06	<< Approved Copies	Copies	***************************************	17.75.705	1378705	1/9/06	Approved &
	EWLS	0	\$52,932.24				12/7/05	12/8/05	12/16/05	12/8/05	12/14/05	12/16/05			Implemented
- 1			\$52,932.24	0.05%	\$2,225,478.60 \$	8,836,560.92		90/6/1	<< Approved Copies	Copies					

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### SEGMENTS 9, 10, 11 MAINLINE

## San Bernardino Associated Governments CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 08/01/2007)

12.000   1		Contract No. 05-014			<b>&gt;</b> #		1				X	e e			<b>∄</b>	(Updated: 08/01/2007)	1/2007)
SEGMENT 9   REALY PROCESSES   SEGNED   1770   177	000	DESCRIPTION	ΡΑΥ	THME	000		TO DATE	CONTINGENCY	R.E.	CONTR	ACTOR	CT/FHWAC	олситеясе	SANBAG Approval	Approval	DATE	STATUS/
SEGNETIA DE LANTA LA LIBRA DE SAGONDO   1970   19	NO.	(S) = With Supplemental \$	O.L.	EXI.	AMOUNT	%	AMOUNT	BALANCE	SIGN.	10	FROM	CI	FROM	QĮ,	FROM	APPROVED	REMARKS
SEGNETT S IN BEANTY   TITLE   STATES	29	SEGMENT 10 EARLY PUNCHLIST ITEMS @ RIVERSIDE AND EASTON	EWFA ADJ	0	\$40,000.00				4/7/06	4/14/06	5/3/06	4/14/06	4/28/06	4/10/06 5/3/06	4/13/06 5/9/06	5/8/06	Approved & Implemented
SECRETOR & 10 PARCY   1700					\$30,200.01	-					<< Approved	Copies				- 1	
MARCH CHANGE   Trial DIP   T	30	SEGMENT 9 & 10 EARLY SOUNDWALL COMPLETION	FWFA	0	\$26,897.40				2/28/06	3/10/06 Revised Tra	4/3/06	3/10/06	4/19/06	3/8/06	3/10/06	4/17/06	Approved & Implemented, CCO
NEST WALL CHANGE   TITAL OF STATION   TITAL OF ST					\$146,897.40		\$2,402,576.01			90/21/4	<< Approved	Copies					Transm-Revised per
Mage Wall Address   17th   Dee   Dee   17th   Dee   17th   Dee   17th   Dee   Dee   17th   Dee   Dee   17th   Dee   17th   Dee   Dee   Dee   17th   Dee   Dee   17th   Dee   Dee   Dee   17th   Dee   Dee   Dee   Dee   Dee   17th   Dee   Dee   Dee   Dee   Dee   17	3.1	MSE WALL CHANGE	ITEM ACLS	DEF	\$96,331.00			evised Memo>>>	8/12/05	8/17/05	9/14/05	8/17/05	10/4/05	9/15/05	10/7/05	10/7/05	Approved & Implemented
MARIE WALL ADDITIONAL CHANGES   1878   1979   1975   1970   197				<u> </u>	\$75,093.00		\$2,477,669.01			10/7/05	<< Approved	Copies		11 / / / / / / / / / / / / / / / / / /			
STATE OF THE CONTRINGENCY   STATES	34	MSE WALL ADDITIONAL CHANGES	ITEM	DEF	-\$27,335.00				1/18/06	1/26/06	LOST			1/18/06	1/26/06		WAITING FOR
SEG 10 EARLY PUNCHUST: RELOC   RNYS   SERVARD   SERVAR	S		EWFA		\$41,820.00	ł		igina		1/10/07	***************************************						CONTRACTORS
STATES   S	ŧ	OF THE PART OF STREET AND AND AND AND AND AND AND AND AND AND		1	\$14,485.00											-	
AND DAMAN NI HERS.	35	WWWD & SEC UTILITIES @ RIVERSIDE	EWLS	0	\$58,499.35				3/24/06	3/29/06	4/11/06	3/29/06		3/24/06	3/29/06	4/19/06	Approved & Implemented;
CONSTRUCT RETAINING WALL 1195   EVITA   STRONOM ON OWN STATES S		AND GALWAY INTERS.	EWFA		\$5,000,00		36 573 375 C2		Kev	sed Transmitt	~~;	- 10	5/3/06	4/14/06	4/19/06		Revised Trans -
B NAW RIVERSIDE & GALLMAY   STROMOND   D. DW   SLASS-SCI 2-   S. 406,386.16   1/10/10   1/10/1	32	CONSTRUCT RETAINING WALL 1195	EWFA	-	\$100,000.00				90/8/9		7/5/06	) [	90/06/9	90/8/9	90/22/9	7/14/06	Approved &
NUMBERSECTION SIGNALIZATION A   TITAM	Š.	@ N/W RIVERSIDE & GALWAY	P. C.						Othershirt Advantage Comment Comment	WALL WALL WATER THE MANUAL THE ABOVE				2/10/06	7/14/06		Implemented
NATIONAL FUNDS   TITLE   NATIONAL FUNDS   STATES ON	-				\$100,000.00		\$2,655,653.36			7/14/06	<< Approved	Copies					
REVISE PHER OPTIC CONDUIT SYSTEM 100.   11	33	INTERSECTION SIGNALIZATION & DRIVEWAY DESIGN	FTEM	0	\$71,250.00				1/8/07	1/31/02		1/10/07		1/8/07	1/31/02		WAITING FOR CONTRACTORS
REVISE FIRER OPTIC CONDUIT SYSTEM 100C   15,3000   15,3200   15,3200   15,3200   15,3200   15,3200   15,3200   15,3200   15,3200   15,3200   15,3200   15,3200   15,3200   15,3200   15,3200   11,	ļ }		C.A.L.		\$86.250.00	1					<< Approved	Contes					SIGNATURE
No.   Stranger   No.   Stranger   No.   Stranger   No.   Stranger   No.   Stranger   No.   Stranger   No.   Stranger   No.   Stranger   No.   Stranger   No.   Stranger   No.   Stranger   No.   Stranger   Str	600	Petitics From Condition System 1620	$\perp$		00 002 00	1			200,000	101 1010	207 07 4	20, 10, 0	70, 77,	20,00,0	207 507 0	ı	A
ADD WB AUXILLARY LANE & SIGN   TITEM   0	2	IN SEGMENTS 9 & 11		>	\$132,604.94				on/nz/c	3/ 71/ 00	an /s /s	3/ 21/ 00	4/6/00	5/3/06	5/31/06	5/31/06	Implemented
DRAINAGE SYSTEM & ALLIGNMENT   TITM   0 \$13,5860   118   119,006					\$139,104.94		\$2,881,008.30	<del>50</del>		5/31/06	<< Approved	Copies					
### STACLANGE CHANGES  STRUCTURE CHANGES  ACLS \$ \$2,177.34  STRUCTURE CHANGES  ACLS \$ \$2,177.34  ACLS	35	DRAINAGE SYSTEM 5A ALIGNMENT MODIFICATION SEG 10	MEM	0	\$25,956.00				3/21/06	4/19/06	5/3/06	4/19/06	4/27/06	3/51/06 5/3/06	4/19/06 5/9/06	5/8/06	Approved & Implemented
ADD WIB ALMILIARY LANE & SIGN   ACLS   S5,177.34   ACLS   S5,017.34   ACLS   S7,061.00   ACLS   S7,061.00   ACLS   S7,061.00   ACLS   S7,060.00   ACLS   ACL			***************************************		\$141,876.00	- Comment	THE WAY AND THE PARTY OF THE PA	esta a company		90/6/5	<< Approved	Copies	THE RESERVE THE PARTY OF THE PA	***************************************	The state of the s		
STRUCTURE CHANGES   ACLS   S12,651.00   Authority	35	ADD WB AUXILIARY LANE & SIGN	ITEM	0	\$5,177.34				3/27/06	3/29/06	LOST	3/59/06	4/6/06	90 <i>12</i> 2/E	9/36/08	2/5/07	Approved &
PARTIAL OPENING OF 210 FWY -   EWFA   0 100%   \$3,000,752.64 \$ 8,011,286.88   9/15/05		STRUCTURE CHANGES	ACLS		\$22,691.00			181111		1/10/07				1/31/02	2/2/02		Implemented
PARTIAL OPENING OF 210 FWY -   EWFA   0   \$46,000.00   Order   St. 000.00   Order					\$27,868.34					2/5/07						l	
ADDITIONAL FUNDS TO CCO 36   EWFA   Stational Olds   Stational Colors   Stational Color	36	PARTIAL OPENING OF 210 FWY - SIERRA TO ADLER	EWFA		\$45,000.00	1 1	77 VAL 300 Ge	6	9/15/05	9/16/05	9/22/08	10	6/20/02	9/22/05	9/26/05	9/26/05	Approved & Implemented
ADDITIONAL FUNDS TO CCO 36   EWFA   0   \$30,000.00   EWFA   1   1   1   1   1   1   1   1   1				4	00.000,¢₽4	1	PD.20.7(020)0¢	4		cotortx	navorddy >>	cardon					
MBGR PER 2004 STANDARD SPECS   NCNC   0   \$50.00   0.00%   \$53.125,732.64   \$ 7,596,286.88   1/3/06   4/5/06   4/3/06   1/19/06   4/5/06   4/5/06   1/19/06   4/5/06   1/19/06   4/5/06   1/19/06   4/5/06   1/19/06	8 %	ADDITIONAL FUNDS TO CCO 36 (PARTIAL OPENING OF 210 AT SIERRA)	EWFA		\$30,000.00		The state of the s		5/11/07	N/A	N/A			5/14/07	5/23/07	5/22/07	Approved & Implemented
MBGR PER 2004 STANDARD SPECS   NCNC   0   \$50.00     \$50.00	***************************************	The state of the s			30,000,00¢	ł	\$3,123,732.04			10/67/6	se whitehed	Cupies					
MBGR ANCHOR BLOCK AT   EWFA   DEF   \$70,000.00   \$3,125,752.64   \$7,796,286.88   5/10/07   5/14/07   5/1	37	MBGR PER 2004 STANDARD SPECS	NO.		<b>20.03</b>			· ·	1/3/06	1/19/06	4/3/06	1/19/06	1/27/06	1/4/06 4/3/06	1/18/06 4/5/06	415/06	Approved & Implemented
MBGR ANCHOR BLOCK AT   EWF   Die   \$70,000.00   Log   1,100					\$0.00		\$3,125,752.64	<del>(A</del> )		4/5/06							
CACTUS STREET MODIFICATIONS   EWFA   0   \$20,000.00   CONTROL   \$13,195,752.64   \$7,286,286.88   6/19/07   CAPPROVED CORPES   \$13,196,000.00   CACTUS STREET MODIFICATIONS   TITEM   \$20,000.00   CACTUS STREET MODIFICATIONS   TITEM   \$18,000.00   CALIFORNIA   CALIF	23	MBGR ANCHOR BLOCK AT TRANSITION	EWFA		\$70,000.00				2/10/01/5	5/14/07	20/11/9	5/14/07		5/10/01/9 6/11/07	5/14/02 6/18/07	6/18/07	Approved & Implemented
CACTUS STREET MODIFICATIONS   TITEM   \$20,000.00   \$20,000.00   \$130,0	2	3			\$70,000.00	ļ	\$3,195,752.64	8	WARRANT TO THE TOTAL THE TOTAL TO THE TOTAL	6/19/07	<< Approved	Copies					
ADDITIONAL FUNDS         EWFA         0 606%         \$3.273,757.42         \$ 7,786,282.10         4/5/06         < Approved Copies           ADDITIONAL FUNDS         EWFA         0 060,000.00         0.04%         \$3.313,757.42         \$ 7,748,282.10         5/11/07         N/A         N/A         N/A         5/30/07           PEDESTRIAN OPENINGS - 27TH & ACLS         0 86,559.08         0.04%         \$3.313,757.42         \$ 7,748,282.10         5/30/07         < Approved Copies	38	CACTUS STREET MODIFICATIONS	EWFA		\$20,000.00				2/21/06	3/13/06	4/3/06	3/13/06	4/6/06	2/22/06 4/3/06	3/10/06 4/5/06	4/5/06	Approved & Implemented
ADDITIONAL FUNDS					\$78,004.78		\$3,273,757.42	<b>₩</b>		4/5/06	<< Approved	Copies				ı	
PEDESTRIAN OPENINGS - 27TH & ACLS         6 559 08         \$3.313,757.42 \$ 7/748,282.10         10/19/05         40/25/05         40/30/06         40	88 2	ADDITIONAL FUNDS	EWFA	~~~~	\$40,000.00				5/11/07	N/A	N/A			5/14/07	2/30/02/5	5/30/07	Approved & Implemented
PEDESTRIAN OPENINGS - 27TH & ACLS 0 \$6,559.08   10/19/05 10/25/05 11/14/05 10/25/05 10/30/05   10/30/05 10/30/05   10/3	5.				\$40,000.00	1 1	\$3,313,757.42	₩>	THE PARTY OF THE P	2/30/02	<< Approved	Copies					
\$6,559.08 0.01% \$3,320,316.50 \$ 7,741,723.02	9	PEDESTRIAN OPENINGS - 27TH & CALIFORNIA	ACLS		\$6,559,08				10/19/05	10/25/05	11/14/05	10/25/05	10/30/05	10/19/05	11/21/05	11/21/05	Approved & Implemented
			The state of the s		\$6,559.08	1				11/21/05		Copies			Andrew Street,	- Constitution of the Cons	

## San Bernardino Associated Governments CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

Contract No 05-014
, V33
AMOUNT %
\$4,547.58 \$5,000.00
\$9,547,58 0.01%
\$87,492.15 0.09%
\$40,000.00 0.04%
\$0.00
\$0.00 00.00\$
-\$24,050.00
-\$24,650.00 -0.02%
\$103,227.83
\$103,227.83 0.10%
-\$74,103.15
.\$74,103.15 -0.07%
\$137,697.10
\$585,480.00 \$8.962.80
\$732,139.90 0.74%
\$48,307.00
\$48,307.00 0.05%
\$700,000.00
\$730,584,00 0,74%
-\$70,560.00 \$90,654.24
\$20,094.24 0.02%
\$22,308.00
\$22,308.00 0.02%
\$0.00 0.00%
\$165,976.00
\$5,000,00
\$1,328.25 0.00%
1
\$0.00 00.00%

Page 6 of 10

## San Bernardino Associated Governments CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 08/01/2007)

SEGMENTS 9, 10, 11 MAINLINE Contract No. 05-014

					1	1			CLICC	CCLCX	OTALISIA CODOLUCOSOO	2 000000000	CANIBAC Approved	Santana de	SATE	CTATIO
8	DESCRIPTION	PA :		33	7	O DAIE	CONTRACENCT	j 7	5	NO PERMIT	T OF	CHICAGO CO.	0.00	and de la contraction de la co	Approvide	DEWADER
ģ	(S) = With Supplemental \$	MTD	EXT.	AMOUNT	%	AMOUNT	BALANCE	SiGN.	2	FROM	2	FKOM	2	FKOM	AFFROVED	REMARKS
ខ្ល	SOUNDWALL MASONRY BLOCK SPEC CHANGE ON BRIDGE	NCNC	0	\$0.00	-			8/2/06	90/11/8	90/11/6	8/11/06		8/2/06	8/10/06 9/14/06	9/14/06	Approved & Implemented
3	STRUCTURES	A Control of the Cont		\$0.00	0.00%	\$5,188,168,30	5,873,871.22		9/15/06	<< Approved Copies	Copies					
54	PREPARE SLOPES @ CACTUS CHANNEL FOR EROSION CONTROL	EWAP	0	\$102,760.65				5/25/06	6/23/06	6/28/06	6/23/06	7/24/06	5/25/06 6/29/06	6/23/06 7/24/06	7/24/06	Approved & Implemented
				\$102,760.65	0.10%	\$5,290,928,95	5,771,110.57		7/24/06	<< Approved Copies	Copies					
55	SEG 9 REPAIR DRAINAGE FACILITY	ITEM	0	\$75,600.00				2/33/06					90/52/9	1	7/14/06	Approved &
	A LOWIZON & URG TO DU-87	ACLS		\$8,142,01	A OBS.	\$ 274 677 06 €	A 687 784 A	6/26/06	6/29/06	7/5/06 6/29	6/29/06 Conies	7/24/06	6/26/06	6/29/06		naurauradını
٤	M. Garrier Stadendo de a sea ex	47.175		\$03,142.01	0000		***************************************	70/01/7	70/64/7	70/06/7	90/36/9	70/1/2/	90/61/9	90/ 85/ 9	7/14/105	American &
g .	EXCESS OF 125% EE (SEG 10 & 11)	ITEM	>	\$132,000.00	<del></del>			00 /ct /0	on /77 /n	no fac fo	on le la	// £1/ co	7/10/06	7/14/06		Implemented
			***************************************	\$90,585.00	0.09%	\$5,465,255.96	5,596,783.56		7/14/06	<< Approved Copies	Copies			an every construction of the con-		
57	MODIFY DRAINAGE @	ITEM	c	\$30,850.00			-	12/29/06	1/2/07	1/18/07	1/2/07		90/67/71	10/c/t	2/5/07	+
	LILAC/CASMALIA	EWFA		\$85,000.00						WALLAND WATER WATER WATER			1/19/07	2/5/07		Implemented
***************************************		***************************************		\$115,850.00	0.12%	\$5,581,105.96	5,480,933.56		2/5/07	TO 1	U į				***************************************	***************************************
<del>(2</del> )	RETAINING WALL 150 BARRIER	EWL5	0	\$2,674.08				6/16/06	6/23/06	90/06/9	6/23/06	7/24/06	6/16/06	6/23/06	7/14/06	Approved & Implemented
				\$2,674.08	0.00%	\$5,583,780.04	5,478,259.48		7/14/06	<< Approved Copies	Copies			Annual Comments of the Comment	-	
53	BIO-STRIPS FOR BASINS NO.4, NO.5,	TEM	DEF	\$0.00			**************************************					***************************************				IN PROCESS
	%O.6	EWFA			The state of the s				***************************************	ALL A STATE OF THE			Analy//Additional desirations	PERSONAL PROPERTY OF THE PERSONAL PROPERTY OF		
				\$0.00	%000	\$5,583,780.04	5,478,259,48	-+		<< Approved Copies	Copies			***************************************		
80	ELIMINATE PCC DIKE AND	STEM	0	-\$82,208.00				8/28/06	8/30/06	2/14/07	90/06/8	90/02/6	8/38/06	90/08/8	4/10/07	Approved &
	SHOULDER BACKING IN SEGMENT 9						Revised >>>	2/23/07	3/5/07	4/6/07	3/5/07	A CONTRACTOR OF THE PARTY OF TH	2/33/07	3/5/07		Implemented
	-			-\$82,208.00	%80 O-	\$5,501,572.04	5,560,467,48		4/10/07	<< Approved Copies	Copies		4/6/07	4/10/07		
61	TEMPORARY TRAFFIC SIGNAL AT	EWFA	0	\$70,000,00				9/2/6	90/9/6	10/12/06	90/9/6	#000#A #000*	90/9/6	90/96/01	10/30/06	Approved &
	EAS ON TECHTAND	LIEM	1	\$276.00	- And a second of the second of			TOTAL A MARKET AND AND A STATE OF THE STATE	207,000,000			***************************************	00 /71 /01	on /nc /nt		namamandum
				\$70,276.00	0.07%	\$5,571,848.04 \$	5,490,191.48	_	10/30/06	¥4.	Copies		2010/2	247 O) 5	20,000	
62	ELIMINATE EDGE DRAIN IN	TEM	0	-\$85,932.00				2/8/0/	2/8/0/	2/21/0/	/0/8/c		70/10/3	70/02/3		Approved &
	o Edward O	ACLS EWFA		\$8,473,46									10/17/6	in inc ic		namamardum
		***************************************	ļ	-\$72,458.52	~70.0	\$5,499,389,52	\$ 5,562,650.00	<u> </u>	2/30/02	<< Approved Copies	Copies					
63	INCREASE IN LCB CEMENT	ACLS	0	\$142,145.26				6/21/07	6/25/07	7/6/07	6/25/07		6/21/07 7/11/07	29/52/9		To HL, DK - 7/11/07
			<u> </u>	\$142,145.26	0.14%	\$5,641,534.78	\$ 5,420,504.74	<u> </u>	ļ	+	Copies					
64	ADD WORK FROM STATE STREET	EWFA	0	\$10,000.00				11/30/06	12/4/06	12/14/06 12/1	12/1/06		90/11/51	12/4/06	1122/07	APPROVED &
	STORM DRAIN	EWUP EWLS		\$1,042,122.36								.,	12/14/06	1/22/07		I WIT LEWELN ED
			ļ.	\$1,129,275.16	1, \$4%	\$6,770,809.94	\$ 4,291,229.58		1/22/07	<< Approved Copies	Copies		***************************************			
65	CONCRETE SPILLWAYS & PARKWAY CULVERTS (CANCELED)			And and the second seco		1										CANCELED Work included on CCD.
				\$0.00	0.00%	\$6,770,809.94	\$ 4,291,229.58			<< Approved Copies	Copies					
99	JUST IN TIME TRAINING (JITT)	EWLS	0	\$505.00				12/18/06		12/22/06	12/18/06		12/18/06 12/22/06	12/18/06 1/2/07	12/29/06	Approved & Implemented
				\$505.00	0.00%	\$6,771,314.94	\$ 4,290,724.58			<< Approved Copies	l Copies					
67	FURNISH STREET AND ROADSIDE SIGN PANELS	EWFA	0	\$7,500.00				12/28/06	1/3/07	4/6/07	1/4/07		12/28/06	1/3/07 4/10/07	4/10/07	Approved & Implemented
		AAAAAAA IAAAAAAAAA	Control of the Contro	27,500.00	%10.0	\$6,778,814.94	\$ 4,283,224.58	<del>.</del>		<< Approved Copies	Copies		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
83	EASTON SQUARE APARTMENTS ALL	EWFA	0	\$35,000.00				12/13/06	12/20/06	12727106	12/20/06		90/51/77	90/02/21	12/29/06	Approved &
	WEATHER SURFACING								Amende and additional control of the				12/27/06	1/2/07		Implemented
	*******			\$35,000.00	0.04%	\$6,813,814.94	\$ 4,248,224.58		1/2/07	1/2/07 << Approved Copies	Copies					

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## San Bernardino Associated Governments CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

24

თ 24	SEGMENTS 9, 10, 11 MAINLINE	INE		00	CONTRACT		CHANGE ORDER and CONTINGENCY BALANCE LOG	TINGEN	Y BALA	VCE LOG			(T)	(Updated: 08/01/2007)	1/2007)
	Contract No. 05-014							i c	GOTOAGTMOO	CTOB	CT/EHWA Concurrence	SANBAG	SANBAG Approval	DATE	STATUS
000	DESCRIPTION	P,AY I	TIME EXT.	CCO	*	TO DATE	CONTINGENCY BALANCE	Sign.	10	FROM	TO FROM	TO	FROM	APPROVED	REMARKS
	AC PRICE INDEX FLUCTUATION (Partial)		0	\$308,693.17				4/12/07	4/30/07	2/21/02	4/30/07	6/11/07	4/30/07		UNSIGNED 5/21/07. TO PROCESS UNILATERAL FOR
				\$308,693.17	0.31%	\$7,122,508.11 \$	3,939,531.41			<< Approved Copies	opies	70/36/01	307.007.63	12/29/06	Approved &
g2	SBCFCD PUNCH LIST METHACRYLATE	EWFA	0	\$75,000.00	·			12/21/06	12/22/06	12/27/06	12/22/06	12/27/06			Implemented
				\$75,000.00	0.08%	\$7,197,508.11	3,864,531.41	201711	1/2/07	<< Approved Copies	Opies 4724/07	4/16/07	4/24/07		TO HL, DK - FOR
71	SSSD REVISIONS AT HIGHLAND/CALFORNIA	ITEM EWFA FWAP	130	\$37,689.32 \$75,000.00 \$145,351.81			Revised >>>	4/16/07	5/22/07	6/11/07	// /1.7 /4	6/12/07			APPROVAL 6/12/07
				\$182,662.49	0.18%	\$7,380,170.60	3,681,868.92			<< Approved Copies	Copies	70/16/61	2222	1023/07	Approved &
72	SEGMENT 10 BRIDGE SIGN	TEM	0	\$26,235.00				12/21/06	12/22/06	1/15/0/	12/22/06	1/16/07	1/22/07		implemented
	O PARTICIPATION			-\$24,235.00	%Z0:0-	\$7,355,935.60	\$ 3,706,103.92		1/22/07	<< Approved Copies	Copies	70, 45, 1	1/20/07		CANCEL STO WORK
73	MUSCOY UNDERPASS TEMPORARY	ACFA	Jac	\$0.00			Revised >>>	1/24/07	1/29/07 2/9/07		1/29/0/	*/-#4/0/			deleted on CCO
	SUPPORT (CANCELEL)	1000		00'0\$	0.00%	\$7,355,935.60	\$ 3,706,103.92			<< Approved Copies	Copies	2003 2003 7	-	5145107	Approved &
74	HUB BUILDING ENVIRONMENTAL	ACLS	0	\$6,505.62				4/27/07	5/1/0/	5/3/07	5/1/07	5/3/07	5/16/07	5	Implemented
				\$6,505,62	0.01%	\$7,362,441.22	\$ 3,699,598.30		5/16/07	<< Approved Copies	Copies	(2) (3)	70/00/0		WAITING FOR
75	SEG 10, DS-8A AND 8E REVISIONS	ITEM	0	\$5,543.50				3/16/07	3/20/07		3/20/0/	70 /or /c	10 /07 /c		CONTRACTORS SIGNATURE
			-	\$5,543,50	%100	\$7,367,984.72	\$ 3,694,054.80			<< Approved Copies	Copies		+	thitton	A beyond &
76	ISL FIXTURES IN LIEU OF MERCURY VAPOR @ STATE ST UC (Seg.11 E)	EWLS	PEF	\$1,317.15				3/8/07	3/12/07	3/24/07	3/12/07	3/8/07	3/12/0/		Implemented
	BR, MTD SIGNS	A. JA. V		\$1,317.15	0.00%	\$7,369,301.87	\$ 3,692,737.65		3/28/07	<< Approved	٥ŀ	20/11/6	4/30/02	4126/07	Approved &
77	ELIMINATE MUSCOY UNDERPASS	ITEM	35	-\$594,300.00				3/7/07	3/7/07	4/24/07	3/7/0/	m / / /c		0070	Implemented
	RETROPIT	***************************************		-\$594,300.00	-0.60%	\$6,775,001.87	\$ 4,287,037.65		4/30/07	<< Approved	ΥL	20/0/0/	20/61/6	AIABIRT	Approved &
78	INSTALL 103C ON MIRAMONTE UC	EWFA	and	\$15,000.00				3/28/07 3/28/07	3/12/07 3/28/07		3/17/10/	3/28/07			Implemented
-		And the second s		\$15.000.00	0.02%	\$6,790,001.87	\$ 4,272,037.65		4/10/07		d Copies	4/6/07	70/00/07	5130107	Annoved &
79	SEGMENT 10, MBGR AT WB	ITEM	0	\$15,000.00				3/29/07	3/29/07			5/21/07			Implemented
	יייייייייייייייייייייייייייייייייייייי			\$51,179.00	0.05%	\$6,841,180.87	\$ 4,220,858.65			<< Approved Copies	d Copies	9 /15 /07	20/06/6	Z010107	Approved &
8	GROUT ALL PULLBOXES	EWLS	DEF	\$30,975.00				3/15/07 3/28/07			2/ #A/ A/	3/28/07			Implemented
<del></del>				\$32,975.00	0.03%	\$6,874,155.87	\$ 4,187,883.65	2	4/10/07	~+	d Copies	0/0/4	+	Taicia .	Approved &
8	EARLY 11 PUNCHLIST ITEMS	NCNC	0	\$0.00				3/16/07			3/20/07	3/10/1/6	/ 4/1/0/	:	Implemented
				\$0.00	9,000	\$6,874,155.87	\$ 4,187,883.65		-	<< Approved Copies	ed Copies	3 /39 /07	70/06/2	7/4/07	Approved &
₩ 5	EARLY 11 BRIDGE PUNCHLIST ITEMS	EWLS	0	\$10,000.00				3/28/07		1.	A THE RESIDENCE OF THE PROPERTY OF THE PROPERT	4/4/07			Implemented
2				\$10,000.00	0.01%	\$6,884,155.87	\$ 4,177,883.65		4/4/07	< Approved Copies	4/24/07	3/30/4		4/30/07	Approved &
22	FRISBEE PARK - ACACIA CUL-DE-	EWFA	0 1	\$25,000.00				/0/0c/c			A CONTRACT OF THE PARTY OF THE	1/30/02	5/1/07	-	Implemented
· Venezono				\$25,000.00	0.03%	\$6,909,155.87	\$ 4,152,883.65			Ÿ-	ed Copies	707,4674	730/02	5/29/07	Approved &
83	COMPLETE 1210/ SIERRA INTERCHANGE & SOUNDWALL;	EWLS EWFA	S DEF	\$44,384,23				4/26/07			/A /Ac /*	5/21/07			Implemented
Met <b>e</b> ction con ex	REMOVE EASTON SLIVER RAMP.			\$349,384,23	0.35%	\$7,258,540.10 \$	\$ 3,803,499.42	[2]	2/30/02	7 << Approved Copies	ed Copies				

### SEGMENTS 9, 10, 11 MAINLINE CONTRACT CHANGE ORDER ar CONTRACT CHANGE ORDER ar

San Bernardino Associated Governments CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 08/01/2007)

No.		DESCRIPTION		IME				CONTRACTOR	į								
STATE OF THE CONTROL OF THE CONTRO		# 10 miles 1	_		- Landing	à	TANGUME	BALANCE	SIGN	01	FROM	To F	ROM	7.0	FROM	APPROVED	REMARKS
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Color Favoring   Colo		MUSCOY UNDERPASS ENGINEERING			\$0.00	·					*******						Waiting For
Accordance   Acc	-	COSIS AND AC BLOCKOOIS		-	00 05	%000	\$7,258,540.10 \$	3,803,499.42			<< Approved (	opies					Ectimate 6.507
Color   Colo		ECISERVING & CNIVAG ECO 13	LLEM	-	\$76.510.00				4/17/07	4/24/07	5/11/07	4/24/07		4/17/07	4/24/07	6/18/07	Approved &
Light   Companies   Companie		BRIDGE ABUTMENT NO.1	EWFA	>	\$8,000.00		······	Revised >>>	5/14/07	i.	6/11/02			6/12/07	6/18/07		Implemented
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MACHINITERANCE & OFFICIAL PARKET NOT   122,000 00   123		LILAC NORTH NEW WALLS	EWFA	DEF	\$32,000.00				2/6/6/	5/9/07	5/21/07	5/9/0/	•	##/#/s	5/30/02	0000	Implemented
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Support The Lune 218D	88	SEGMENT 11 FLAT WORK	EWFA	DEF	\$20,000.00				20/51/9	20/61/9	6/26/07	6/19/07		6/15/07	6/19/07	112101	Approved & Implemented
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ADDITIONAL STATE & STATE ONLY NOT CONTROL   STATES   ST	98	SUPPORT THE JUNE 23RD CELEBRATION	EWFA	0	\$10,000.00				/a/re/c	/n/ / /a		)		6/15/07	20/81/9	3	Implemented
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ELECTRICAL INTER-CONNECT:   EWPA   Display   State		ADDITIONAL SPLICING			\$79,171.95	0.08%	\$7,438,222.05			20/61/9		Copies					Joden Code Cal
MACY-STATE & STATE-CALIFORNIA   8.800   0.00%   \$7.48,222.65   \$3.623.817.47   6/13/07   6/13/	9.1	ELECTRICAL INTER-CONNECT:	EWFA	DEF	\$0.00												IN PROCESS
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ADDIL TYPE 60 BARRIER,   EWFA   0 \$40,000.00   0.04%   \$7,433,380.95   \$3,578,688.57   0.7/31/07   7/31/	35	LILAC WATER SERVICE METERS COST INCREASE	ACLS	<u> </u>	\$5,158.90				/0///9	5/ 14/ 0/	m/er/a	0/ 14/ 0/		20/61/9	6/25/07	5	Implemented
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ADDIL TYPE 60 BARRIER,   EWFA   St0,000 00   Order   S7,463,380.95   S 3,578,688.57   T/23/07   T/31/07	93	ADDITIONAL SIGNS	EWFA	g .	\$40,000.00										A CONTRACTOR OF THE CONTRACTOR		CONTRACT NO.
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WORK         FRISBEE PARK - BALL PARK         EWFA         \$120,000.00         0.03%         \$7,523,380.95         \$3,418,638.57         C <approved copies<="" th="">         7/31/07         7/31/07         7/31/07           METTING         \$120,000.00         0.12%         \$7,643,380.95         \$3,418,638.57         C<approved copies<="" td="">         7/31/07         7/31/07         7/31/07           METTING         \$10,000.00         0.12%         \$7,643,380.95         \$3,418,638.57         C<approved copies<="" td="">         CApproved Copies         C<approved copies<="" td="">         C<approved copies<="" td=""></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved></approved>	9.4	ADD'L TYPE 60 BARRIER, TRANSVERSE BARRIER, & PREMIUM	EWFA	0	\$40,000.00				ļ			7/31/07		7/23/07	7/31/07		IN PROCESS
FRISBEE PARK - BALL PARK   EWFA   0   \$120,000 00   0.17%   \$77,643,380.95   \$3,418,638.57   \$47,643,380.95   \$3,418,638.57   \$44,752.22   \$44,752		WORK			\$40,000.00	1		***************************************			<< Approved	Copies		200 F 200 F	107 107 10		SSACOBO NI
CO BALANCE: OVERRUN(-) / UNDERRUN(+) / UNDER	95	FRISBEE PARK - BALL PARK	EWFA	0	\$120,000.00				7/20/07					//31/0/	/13/10/		
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2	NTINGENCY BALANCE
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(Updated: 08/01/2007)

SEGMENTS 9, 10, 11 MAINLINE

26

STATUS/ REMARKS DATE APPROVED As of Est. 31 (07/20/07) Total Overrun -\$2,223,906.35 FROM SANBAG Approval 12 -210,489.24 \$ Balance CT/FHWA Concurrence FROM C -\$1,618,75 -\$43,475,46 -\$7,820.04 \$2,288.22 -\$17,259.88 -\$17,889.13 \$16,199.86 \$33,636,68 \$12,953.81 -\$15,042.41 -\$10,201.49 \$1,387.84 \$5,954.07 -\$9,402.96 \$7,646.73 -\$4,228.90 -\$3,483.03 \$ Overrun FROM SUMMARY OF OVERRUNS FOR ACTIVE ITEMS & CCO WORK CONTRACTOR 1,51,52 2,51 22,51 23 24 25 73 89 ဋ 10. 14 15 16.51 17 17 19 20 20 20 8 6 4 22 23 8.851 Ξ 36 38 2 2 9 CCO NO. R.E. SIGN, -\$2,013,417.11 CONTINGENCY S Balance BALANCE \$211,630,79 \$41,660.58 \$43,040.91 \$13,342.59 \$13,342.50 \$13,342.50 \$530.00 \$53,050 \$53,000 \$53,000 \$53,000 \$53,000 \$53,000 \$53,000 \$53,000 \$53,000 \$53,000 \$53,000 . \$5,469,42 . \$12,572.55 . \$768.12 . \$67,042.50 . \$36,293.40 . \$23,250.60 . \$88,200.00 -\$22.42 -\$205.29 -\$5,745.00 -\$740.00 -\$800.00 \$2,317.32 -\$33,750.00 -\$3,155,60 -\$5,008.30 -\$10,960.00 -\$9,723,60 -\$1,450.50 \$70.00 -\$3,078.00 -\$804.00 -\$27,065.50 -\$16,880.00 -\$21,390.40 \$148,827.04 -\$2,521.47 -\$314.61 \$13,501.12 \$425.00 -\$90,200.00 -\$2,540.00 TO DATE AMOUNT 5 Overrun ITEM NO. 8016 8024 8034 8039 8040 8042 8043 8045 8097 8095 8053 8053 8053 8090 8095 8099 8099 AMOUNT A013 A020 A020 A048 A054 A056 A069 A069 A080 A080 A081 A121 A121 A121 B002 B010 9011 B012 B014 ၀၀၀ TIME EXT. PAY MT0 Contract No. 05-014 CCO DESCRIPTION NO. (S) = With Supplemental \$

San Bernardino Associated Governments CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 08/01/2007)

SEGMENTS 9, 10, 11 MAINLINE

Contract No. 05-014									-	110		4 0401440		Capualta, 50/04/2007	77777
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Page 1 of 3

# I-10 Median Mixed-Flow Lane Addition CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 08/01/2007)

Contract No. 06-001

STATUS/	REMARKS		Approved &	na bemearen	Approved &	Implemented		Approved & Implemented		Approved & Implemented		Approved & Implemented		Approved & Implemented		Approved & Implemented	***************************************	Approved & Implemented		Approved & Implemented		Approved & Implemented		Approved & Implemented		Approved & Implemented		Approved & Implemented		PENDING cost proposal by ATKN	100000000000000000000000000000000000000	CLOSED at NO	*	Approved & Implemented
DATE	APPROVED	Bid Amount >>	01/18/06		12/11/106			02/14/07		01/18/06		01/18/06		05/23/06	*****	91/18/10		05/23/06	00,000	01/18/10		04/04/06		03/01/06		03/01/06		03/01/06					00100	03/01/06
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SANBAG Approval	101		12/07/05		10/10/06	2018-101		02/08/07		12/07/05		12/07/05		90/18/00		1207705		05/18/06		12/07/05		90/10/60		02/16/06		02/16/06		02/16/06						02/16/06
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ŀ	NO DAILE CO	\$3,619,846.00		- 1	\$35,000.00  \$		\$68,600.00 \$		\$93,600.00		\$102,400.00 \$		\$112,400.00 \$		\$132,400.00 \$		\$162,400.00 \$		\$192,400.00 \$		\$202,400.00 \$		\$212,400.00 \$		\$224,400.00 \$		\$229,750.00 \$		\$144,657,00 \$		\$164,658.00 \$		\$164,658.00 \$	
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	CCO DESCRIPTION		MAINTAIN ROADWAY AND TRAFFIC EWFA	CONTROL		1S1 RESTRIPE 1-10 EB (1-FT SHIFT) - MAINTAIN ROADWAYTRAFFIC		1S2 ADDITIONAL FUNDS (CCO #1)		2 TRAINING		3 MAINTAIN EXISTING ELECTRICAL SYSTEMS		3S1 ADDITIONAL FUNDS		4 MAINTAIN EXISTING IRRIGATION SYSTEMS		4S1 ADDITIONAL FUNDS	Man and the second	5 GRAFFITI REMOVAL		6 REVISED CL PROFILE		7 ADDITIONAL ABESTOS ABATEMENT (8 BRIDGES)	0.0000	8 ENCROACHMENT PERMIT FEE		9 LOW EXPANSION MATERIALS		10 SALVAGE BRIDGE RAILING (2000 LF)		11 SALVAGE MBGR (Including THRIE	BEAM) (Closed at NO COST)	12 SWPPP MAINTENANCE SHARING

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(Updated: 08/01/2007)

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG I-10 Median Mixed-Flow Lane Addition Contract No. 06-001

000									COTO	OTO	***	F	CANIBAC Approval	- Jennada	TATE	CTAT16/
( , ,	) DESCRIPTION	PAY	11/E	CCO	26	TO DATE C	CONTINGENCY	Sign.	TO	FROM	T or	FROM	TO	FROM	APPROVED	REMARKS
Ž ç	ELECTRICAL CHANGES BY CALTRANS	ACLS		\$6,323.10	1			10/23/06	10/24/06	01/02/07	01/04/07	Ī	01/04/07	01/02/02	01107/04	Approved &
2					1		and of the second						And the second s		Implemented	
				\$6,323.10	0.02%	\$204,281.10 \$	3,415,564,90			зL		-	-		1:	S section of B.
14	ADDITIONAL CONCRETE REMOVAL - DSC	EWLS	0	\$7,630.00				06/23/06	06/23/06	90/90/20	06/23/06 (	07/18/06	90//0//0	07/14/06	0//14/06	Approved & Implemented
				97,630.00	0.02%	\$211,911.10	3,407,934.90			<< Approved Copies	1	_			- 1	
15	ELECTRICAL & WATER METER SEVICE INSTALLATION & PPRMIT FEES	ACLS	0	\$20,336.00			·	04/19/06	04/16/06	04/21/06	04/16/06	03/20/06	90/20/50	05/04/06	05/04/06	Approved & Implemented
		EWLS		\$10,289,00				THE PERSON OF TH	The state of the s							
				\$30,625.00	0.07%	\$242,536.10 \$	3,377,309,90			<< Approved Copies	7					date the state of
15S:	15S1 INSTALL ADDITIONAL CONDUIT CROSSING FOR IRRIGATION CONTROLLERS	EWUP		\$3,624.30			Adde	10/31/06	10/31/06	02/20/07	<u> </u>	10/30/06	02/13/07	02/20/07	02/20/07	Approved & Implemented
				\$3,624.30	0.01%	\$246,160.40 \$	3,373,685.60			<< Approved Copies	Copies				ı	
16	PIER WALL - TEMPORARY BRACING	ACLS	0	\$5,316.00				04/14/06	04/14/06	04/18/06	94/14/06	04/20/06	02/03/06	05/04/06	05/04/06	Approved & Implemented
				\$5,316,00	0.01%	\$251,476.40 \$	3,368,369,60			<< Approved Copies						
#	CITRUS ABUT FOOTING	ACLS	0	\$9,882,00				05/11/06	02/11/06	02/18/06	) 90/11/90	93/08/09	02/19/06	05/23/06	05/23/06	Approved & Implemented
			_	\$9,882.00	0.02%	\$261,358.40 \$	3,358,487,60		A Company of the Comp	<< Approved Copies	1 Copies			N-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		
\$2	ANDERSON DRILLING - DIFFERING SITE CONDITIONS	ACLS	0	80.00												CLOSED at NO
-	(Closed at NO COST)	Annual Control of the second	-	00'0\$	%000	\$261,358.40 \$	3,358,487.60			<< Approved Copies					- 1	
5	CHURCH ST UC	ACLS	0	\$4,000,00				04/14/06	04/14/06	04/18/06	04/14/06	04/20/06	05/02/06	05/04/06	05/04/06	Approved & Implemented
			<u></u>	\$4,000.00	0.01%	\$265,358.40 \$	3,354,487.60			<< Approved Copies	1			***************************************	- 1	
92	HANDLING PLANS	No Cost	0	20.00				09/20/06	09/20/06	09/25/06	90	09/30/08	09/25/06	10/02/06	10/02/06	Approved & Implemented
	(NO COST Change)			\$0.00	0.00%	\$265,358.40 \$	3,354,487.60			<< Approved Copies					- 1	
22	TEMPORARY SUPPORTS DELETION	ACLS	0	-\$25,437.00	%90 U-	\$239,921.40 \$	3.379,924.60	10/20/06	10/20/06	10/31/06 10/31/ << Approved Copies	8	96/01/06	10/31/06	11/09/06	11/09/06	Approved & Implemented
8		0.7477	_ -	00 069 309				90/66/90	87/31/06		08/04/06	-	08/04/06		10/24/06	Approved &
7	MAINTENANCE (PE)	EWOF	٥ -	9.500,000,000				10/03/06	10/03/06		99	10/10/06	10/16/06	10/24/06		Implemented
				\$25,830.00	%90.0	\$265,751.40 \$	3,354,094.60			<u> </u>	-	70,000,000	70, 00, 00	707 + 1,7 170	ADIMAINA	A remonded &
23	MISCELLANEOUS STRUCTURAL FIELD CHANGES	EWFA	0	\$10,000.00				90/10/80	08/10/06		g S	08/ 10/ 08	08/77/00	09/14/06	00140180	Implemented
				\$10,000.00	0.02%	\$275,751.40 \$	3,344,094.60			<< Approved Capies	1			410, 410,	201240	9
238	23S1 MISCELLANEOUS STRUCTURAL FIELD CHANGES (SUPP FUNDS)	EWFA	0	\$15,000.00				04/17/07	05/01/07	not requ	6	04/24/07	04/24/07	04/27/07	10/17/101	Approved & Implemented
				\$15,000.00	0.04%	\$290,751.40 \$	3,329,094.60			<< Approved Copies	d Copies					(14 t) (1300)
24	CHANGE TO #19 REBAR COUPLER FROM #16 REBARS AT CLOSURE POURS	ACLS	0	\$0.00			AND COMPANY OF THE CONTRACT OF		1000				12.00			COST
	(Closed at NO COST)			\$0.00	0.00%	\$290,751.40 \$	3,329,094.60			<< Approved Copies	d Copies					DENIDING Constitution
22	5 MISC, PCC PAVING FIELD CHANGES	various	0	\$2,340,27				04/23/07	04/23/07			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	or or of the factor of the second of the sec	A A A A A A A A A A A A A A A A A A A		by ATKN
		various		\$2,340.27	0.01%	\$ 793,091.67 \$	3,326,754.33			<< Approved Copies	d Copies					

Page 3 of 3

(Updated: 08/01/2007)

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG 1-10 Median Mixed-Flow Lane Addition

30

CONFINED SPACE ENTRY - EWFA 0 LOOKOUT PERSON SUBSTITUTE 76% min BUTT WELDS ACLS 0 WITH MECHANICAL SERVICE SPLICES	AMOUNT				χ. ή	CONTRACTOR	CTOR	CT	$\dashv$	AG A	DATE	STATUS/
MELDS ACLS SPLICES EWEA	_	%		BALANCE	SIGN	01	FROM	TO FROM	Ω. 	FROM	APPROVED	KEMAKKS
ACLS	\$10,000.00				10/23/06	10/24/06	11/06/06 10	10/24/06 10/30/06	706 11/09/06	00/91/11 90/	12/06/06	Approved & Implemented
ACLS	\$10,000.00	0.02%	\$303,091.67 \$	3,316,754.33		-	<< Approved Copies	1	_		43,000,00	A processed &
V3/903	\$0.00	·			10/23/06	10/24/06	11/06/06 10	10/24/06 10/30/06	/06 11/09/06	11/16/06		Implemented
EWEA	\$0.00	0.00%	\$303,091.67 \$	3,316,754.33				7			_	A montant &
	\$4,500.00		A	THE RESERVE THE PROPERTY OF TH	11/28/06	11/28/06	12/05/06   12	12/06/06 12/07/06	/06   12/06/06	/06   11/16/06	- Managar	Approved & Implemented
Anthres management of particular of the particul	\$4,500.00	0.01%	\$307,591.67	3,312,254,33		-	<< Approved Copies	opies			***************************************	100
STRUCTURE APPROACH SLAB MISC ACLS 0 DETAIL REVISIONS	\$0.00							and the state of t	200		-	CLOSED at NO
(Closed at NO COST)	\$0.00	%00'0	\$307,591.67 \$	3,312,254.33			<< Approved Copies	opies				
EWFA 0	\$3,000.00				03/27/07	07/27/07						PENDING signature by ATKN
Alvino Alakkanjiyayayayaya	\$3,000.00	0.01%	\$310,591.67 \$	3,309,254.33			<< Approved Copies	opies				
MISC DRAINAGE CHANGES EWFA 0	\$15,000.00				05/11/02	05/11/02	06/25/07 05/11/07	20/11/	06/29/07	707 07/03/07	7 07/03/07	Approved & Implemented
The state of the s	\$15,000.00	0.04%	\$325,591.67 \$	3,294,254.33			<< Approved Copies	opies			_	
SOUNDWALL BLOCKS - WEIGHT No Cost LIMITATIONS	\$0.00				06/11/90	06/11/02	06/29/07 06/11/07	/11/02	06/29/07	70/02/02/03	07/03/07	Approved & Implmented
	\$0.00	0.00%	\$325,591,67	3,294,254.33	- Alcohol Assessing		<< Approved Copies	opies			4	*
BURIED MAN-MADE OBJECTSAND LOCATING FACILOITIES	\$20,000.00			20 20 20 2	06/21/07	06/21/07	06/27/07 06/21/07	/21/07	06/29/07	70/03/02	10/10/10 L	Approved & Implemented
	\$20,000.00	0.05%	\$345,591.67 \$	3,274,254.33			navorddy >>	saida				To progress
ADD DS 36 AND OTHER DRAINAGE ITEM CHANGES FA	\$24,549.00				THE RESERVE THE PROPERTY OF TH	A MANAY ANTIQUES TO THE STATE OF THE STATE O	manus and the state of the stat		-			8633000
	\$34,549.00	0.08%	\$380,140.67 \$	3,239,705,33			<< Approved Copies	opies			***************************************	DENITARIC Anet
SW 188 DIFFERING SITE CONDITION Estimated	\$50,000.00							With the second	110000000000000000000000000000000000000	,,,	an appropri	proposal by ATKN
Average and the second	\$50,000.00	0.12%	\$430,140.67 \$	3,189,705.33			<< Approved Copies	opies				
				٠								
TO THE THE THE THE THE THE THE THE THE THE	80.00	0.00%	\$430,140.67 \$	3,189,705.33			<< Approved Copies	Copies				
	And the state of t		- AND STATE OF THE	Annaham werengen — Annaham werengen — Annaham werengen — Annaham werengen — Annaham werengen — Annaham werengen	***************************************	The state of the s	A Marian Marian	NAME OF THE PERSONS ASSESSED.		ANALYS AN	· · · · · · · · · · · · · · · · · · ·	
TIEM & CCO BALANCE: OVERRUNG! / UNDERRUNG)	\$0.00	1		5,189,705,53			manddu					
		****	>>>>>>>>	11.1424,CU3.¢-						2000	47.0	
TOTAL TO DATE >>>>>> 0	\$430,140.67	1.032%	\$	3,084,281.22		<<< Balance Inclusive of Item & CCO Overrun		H	Total Approved CCO>> Approved CCOs>>	CO>> \$324,250,40 Os>>	J.4U	
	The second secon								Pending CCOs>>	Os>> \$109.890.27	0.27	***************************************

### 7/24/2007 Date Revised: 06/26/07

### SR 210 HWY PLANTING Seg 1

### CHANGE ORDER and CONTINGENCY BALANCE LOG

EA: 08-1A2704, 08-1A2708L SANBAG CONT. NO.: 06-016 RTE.: 08-SBD-216-0.0/3.27 STPL-6053(066)

		7	
STATUS/	REMARKS		CCO APPROVED
DATE	AppR		707/48 247
SANBAG (Trans.)	MOGE		
SAN8A	70		
SANBAG (Appr.)	A W. Jerry	FINCINI	
SANBAC		2	
CONTRACTOR		FROM	
COM		TO	
3.6		SIGN,	
	CONTENCENCY	BALANCE	\$ 312,207.00
Charles Carlo	TODATE CON	AMOUNT AMOUNT E	Ω.
4	PAY TIME CCO	AMOUNT	CONTINGENCY BE
	TIME	EXT.	
	PAY	METHOD EXT.	-
	CCO	2	

					ŀ	1	VOI ARTON SOCIETY	216	CONTRACTOR	KCTOR	SANBAC (Appr.)	(Appr.)	5ANBAG (Trans.)	Trans.)	DATE	STATUS/
8	DESCRIPTION	PAY	TIME	3		TODATE	CONTINUENCE			FROM	OIL	FROM	OI	FROM	APPR.	REMARKS
2		METHOU	: Y I:	AMCOINT	7	INICOLNI										
				NOO.	INCENC	CONTINGENCY BUDGE!	\$ 312,207.00	ļ.			Action and the co	2000/31/0	3/12/12/00/	3/38/2006	3/20/2006	CCO APPROVED
-	IRRIGATION CONTROLLER CABINET	NCNC	0	\$	1943	•	\$ 312,207.00	2/13/2006	2/13/2006	3/14/2006	3/15/2006	3/ 13/ 2000	3/ 44/ 2000	orace for fo	200	
	harmony Connector		,		+				3/20/2006		3/20/2006		3/20/2006			
_[~	ELECTRICAL IT	APLS	0	\$ 4,	4,034.52 \$	4,034.52	\$ 308,172.48	4/17/2006	4/18/2006	4/18/2006	4/18/2006	4/19/2006	4/19/2006	4/19/2006	4/20/2006	CCO APPROVED Paid on Estimate No. 2
******									4/20/2006		4/1/2000		4/1/2000			
۳	1	APLS	0	\$ 1,	1,577.03 \$	5,611.55	\$ 306,595.45	5/9/2006	5/9/2006	5/9/2006	5/9/2006	5/10/2006	5/10/2006	5/10/2006	5/10/2006	CCO APPROVED Paid on Estimate No. 3
******	AT MOUNTAIN AVE.								5/10/2006		5/10/2006					
	Approved Copies to:				1	١	1	_	7000/01/2	309678678	8/29/2006	8/31/2006	8/31/2006	8/31/2006	8/31/2006	CCO APPROVED
4	CONTROLLER CABINET & BACKFLOW ASSEMBLY	NONC	0	<del>15</del>	,	5,611.55	\$ 306,595.45	7/18/2006	7/18/2006	8/ 29/ 20UB	0007 67 /0	0007 /10 /0	8/41/2006			Resent origial
-	Approved Copies to:								8/31/2006		8/31/2000		of 337 4000			CTO APPROVED
\s_	ROCK REMOVA	EWFA	0	\$ 25,	25,000.00 \$	30,611.55	\$ 281,595.45	11/8/2006	11/8/2006	11/15/2006	11/15/2006	11/15/2006	11/29/2006	11/29/2008	11/24/2008	Work Complete: 11/17/06
70.000	Assurance Conies to								11/29/2006							Control of the state of the sta
25	ADDITIONAL R THE RECOVERY	EWFA	0	\$ 15,	15,000.00 \$	45,611.55	\$ 266,595.45	6/6/2007	6/6/2007	6/13/2007	6/18/2007	6/20/2007	6/18/2007	6/20/2007	6/20/2007	CCO APPROVED
ਓ •					1				6/20/2007							
Ľ	ADDITIONAL U	AUP	٥	٠,	160.00	\$ 45,771.55	\$ 266,435.45	3/27/2007	3/27/2007	3/27/2007	3/27/2007	3/28/2007	3/28/2007	3/28/2007	3/28/2007	CCO APPROVED Paid Estimate No. 14
(4 <del>94)</del> (42	A mrowed Confestor				<del> </del>											
^	PLANTSIZE SUI LANTANA	ADJ. COMP.	-	\$ (5)	\$ (5,561.60)	40,209.95	\$ 271,997.05	4/24/2007	4/24/2007	4/24/2007	4/25/2007	4/30/2007	4/25/2007	4/30/2007	5/1/2007	CCO APPROVED Credit taken Est. 14
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Americal Cones In								5/1/2007							
∞	EXTENSION OF MULCH A & B	TIME	2	\$	i.	\$ 40,209.95	\$ 271,997.05	5 5/7/2007	5/8/2007	5/15/2007	5/15/2007	5/16/2007	5/15/2007	5/16/2007	5/16/2007	CCO APPROVED
-	Approved Copies to:								5/17/2007					Mary Comp.	20000000	CCO APPROVED
Ľ.	9 BUBBLER SUBSTITUTION	AUP	<u> </u>	5	2,984.10	\$ 43,194.05	\$ 269,012.95	5 6/6/2007	6/6/2007	6/13/2007	6/18/2007	6/20/2007	6/18/2007	6/20/2007	6/20/2007	Partial Pyrant Est. 17
	Approved Copies to:								6/20/2007							Complete Est. to
	10			\$		\$ 43,194.05	\$ 269,012.95	sh.								
***	Approved Copies to:															
L	ITEM OVERRUN"						\$ 3,163.76	9								
	TOTAL TO DATE >>>>>		ς.	\$	43,194.05		\$ 265,849.19	6								

\* Includes Supplemental Funds & SANBAC Furnished Materials NOTES:

*	ITEM No.	\$00	\$ Overrun	<b>.</b>	\$ Balance
	17	45	2,600.00	٠,	2,600.08
	32	55	505.00	UPS	3,105.00
	44	\$	58.76	6¢4	3,163.76
				ı,	3,163.76

4 0,4

### SR 210 HWY PLANTING Seg 2

### EA: 08-1A2714, 08-1A27181. SANBAG CONT. NO: 06-017 RTE: 08-SBD-210-3.27/6.3 STPL-6053(067)

32

CHANGE ORDER and CONTINGENCY BALANCE LOG

BLECTRICALITIEM CHANGES   APIES   AP			1 /4	TIME			TODATE		CONTINGENCY	RE	CONTRACTOR	CTOR	SANBAG (Appr.)	(Appr.)	SANBAG (Trans.)	(Trans.)	DATE	STATUS/
	3 6			EXI.	AMK		AMOUNT		LANCE	SIGN.	101	FROM	TO	FROM	01	FROM	APPR.	REMARKS
					្	NTINGEN	CY BUDGE	*	408,423.00								r	
Approved Capies to   Approve		BLECTRICAL ITEM CHANGES	AFLS	0	1	4,034.52	\$ 4,034.5	<b>_</b>	404,388.48	4/17/2006	4/18/2006	4/18/2006	4/18/2006	4/19/2006	4/19/2006	4/20/2006		CCO APPROVED Paid Est. No. 02
Control Approved Copies No.   Column		Annewood Cooks to:				-		+			4/20/2006							
CANTICLE CONTINUES   CANTICL	2	IRRIGATION CROSSOVERS AT CAMPUS AVENUE	EWFA	0		4			379,388.48	6/6/2006	6/6/2006	7/7/2006	7/7/2006	7/12/2006	7/7/2006	7/12/2006		CCO APPROVED
County County County   Count		Approved Copies to:	,				- Andrews	-			7/12/2006							A BOTTON A
Application   Correction   Co	4	CONTROLLER CABINET & BACKFLOW ASSEMBLY		0	en-	,			379,388.48	7/18/2006	7/18/2006	8/29/2006	8/30/2006	8/31/2006	8/31/2006	8/31/2006	8/31/2006	C.C.O. APPROVED Resent original
		MCDIEICATIONS Approved Copies to:									8/31/2006		8/31/2006		8/31/2006			COCY & DEBOONED
DECKERANCYLL-ADDITIONAL   EWITA   0   S 8635.00   S 02,071.2   S 9547.23.8   S 717.200   S 714/200	4	ROCK REMOVAL		G.	<del>60</del>				354,388.48	11/8/2006	11/8/2006	11/15/2006	11/15/2006	11/15/2006	11/29/2006	11/29/2006	11/29/2006	Work Completed:
NACK REMOVAL - MODITICHAL   ENVER   0   5   8,685.00   5   6,050.01   5   3,857.20   5   5,170.00   5   1,170		Approved Copies to:						_			11/29/2006							
NACK KENOVALE SAME   A STANDAR   A STAND	4 81	EMOV/	<u> </u>	0	₩.	4			345,752.88	. 5/7/2007	5/8/2007	5/14/2007	5/15/2007	5/16/2007	5/14/2007	5/16/2007	2/16/2007	CCO APPROVED
ROWCK REMONAL. ADDITIONAL   RWITA		Approved Copies to:			_						5/16/2007							
PLANT SIZE SUBSTITUTION FOR ADJ. COMP.   0   5   2,575.00]   5   35,095.12   5   349,272.88   12/14/2006   12/19/2006	4 S2	ROCK REMOVAL - ADDITIONAL REMOVALS	<u> </u>	0	l <sub>s</sub>	<del>-</del>			330,752.88	6/27/2007	6/27/2007							CCO IN PROCESS
FLANT SIZE SUBSTITUTION FOR ADJ. COMP.   ADJ. COMP. COMP.   ADJ. COMP. COMP.   ADJ. COMP.   AD		Approved Copies to:																
PHANT SIZE SUBSTITUTION FOR ADJ. COMP.   A C	5	PLANT SIZE SUBSTITUTION FOR CRAPE MYRTLE		0	<b>4</b>	(3,575.00)	<b>6</b> 42		349,327,88	12/14/2006	12/15/2006	12/19/2006	12/19/2006	12/21/2006	12/19/2006	12/21/2006	12/21/2006	CCO APPROVED Credit Taken Est. 10
FLANT SIZE SUBSTITUTION FOR		Annoned Comps to			_			<u> </u>			12/21/2006							
STINCHINK   Approved Copies to:   ALINCHINK   NCNC   0   \$   5   5   5   5   5   5   5   5   5	9	PLANT SIZE SU LANTANA SPR		o	\$	(1,621.40)	so.	<u></u>	350,949.28	4/24/2007	4/24/2007	4/24/2007	4/25/2007	4/30/2007	4/25/2007	4/30/2007	4/30/2007	CCO APPROVED Credit Taken Est. 13
VALIVE BOX RELOCATION         NCNC         0         \$         57,73.27         \$         57,16/2007         5/15/2007			-		_			-			5/1/2007							
Approved Capies to:         AUTION Columne Capies Ca	r	VALVE BOX RELOCATION		0	₩	1	1		350,949,28	5/7/2007	5/8/2007	5/15/2007	5/15/2007	5/16/2007	5/15/2007	5/16/2007	5/16/2007	CCO APPROVED
FUDBILEISS   AUP   0   \$ 2,270.70   \$ 189,744.2   \$ 348,678.58   \$ 6/13/2007   \$ 6/1		Approved Copies to:						-			5/16/2007							
Approved Copies for MOVING OF TREES AND IRRIGATION         Algument Copies for IRRIGATION	8	BUBBLERS		0	-s-	2,270.70	1	<del></del>	348,678.58	6/13/2007	6/6/2007	6/13/2007	6/18/2007	6/20/2007	6/18/2007	6/20/2007	6/20/2007	CCO APPROVED
MOVING OF TREES AND         AUP         0         \$ 5,000.00         \$ 64,744.42         \$ 343,678.58         6/13/2007         6/13/2007         6/12/2007		Approved Copies to:			-						6/20/2007							
Approved Copies to:  Approved Copies to:  Approved Copies to:  Approved Copies to:  TOTAL TO DATE >>>>>>  0 \$ 79,744.42 \$ 343,678.58    \$ 1,060.00	6	MOVING OF TR		0	₩	5,000.00	<del>\$</del>	<del> </del>	343,678.58	6/13/2007	6/13/2007	6/13/2007	6/21/2007	6/27/2007	6/21/2007	6/27/2007	6/27/2007	CCO APPROVED
S -   S 64,744.42   S   S   S   S   S   S   S   S   S		Approved Copies to:			-						6/27/2007							
\$ fo:	2				€A.	,			343,678,58									
\$ 59,744.42 \$ 8		Approved Capies to:																
0 \$ 79,744.42	L	TTEM OVERRUN**						\$	1,060.00									
		TOTAL TO DATE >>>>>>		0	49	79,744.42		69	342,618.58									

7/24/2007 Date Revised: 06/27/07

### SR 210 HWY PLANTING Seg 2

EA: 08-1A2714, 08-1A2718L SANBAC CONT. NO.: 06-017 RTE.: 08-SBD-210-3.27/6.3 STPL-6053(067)

CHANGE ORDER and CONTINGENCY BALANCE LOG

DATE STATUS/	ADDO	_	
SANBAG (Trans.)	1	FRUM	
SANBAG (Appr.)		TO FROM	
CONTO A CITY OF	CONTRACTOR	TO FROM	
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NOTES: \* Includes Supplemental Funds & SANBAG Furnished Materials \*\* | FTFM No. | \$ Overrun | \$ Balance |

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## SR 210 HWY PLANTING Seg 3 CHANGE ORDER and CONTINGENCY BALANCE LOG

EA: 08-1A2804, 08-1A2808L SANBAG CONT. NO.: 06-064 GA RTE.: 08-SBD-210-6.3/10.3 STPL-6053(069)

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9	IRRIGATION CROSSOVERS: BERYL/AMETHYST/MVP	APLS	0	<u> </u> -	7,318.00	\$ 20,238,77	£	474,912.49	2/6/2007	2/7/2007	2/20/2007	2/20/2007	2/21/2007	2/21/2007	2/21/2007	721/2007	CCO APPROVED Paid Estimate No. 08
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### 7/25/2007 Date Revised: 7/02/07

### SR 210 HWY PLANTING Seg 3 CHANGE ORDER and CONTINGENCY BALANCE LOG

EA: 08-1A2804, 08-1A2808L SANBAG CONT. NO.: 06-064 RTE.: 08-SBD-210-6.3/10.3 STPL-6053(069)

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NOTES: \* Includes Supplemental Funds & SANBAG Furnished Materials

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ITEM No.	Water and the same			
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### EA: 08-1A2814, 08-1A2818L SANBAG CONT, NO.: 06-065 STEL: 08-SBD-210-10.3/13.4 STPL-6053(070)

### SR 210 HWY PLANTING Seg 4 CHANGE ORDER and CONTINGENCY BALANCE LOG

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NOTES: \* Includes Supplemental Funds & SANBAG Furnished Materials

\*\* ITEM No. \$ Overrun \$ Balance
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7/24/2007 Date Revised: 6/29/07 Transportation Energy Solutions, Inc.

SANBAG Signal System

Proj No: CMLG-6053(054); EA: 08-924744L

CCO Balance Log

STATUS/ REMARKS APPROVED 4.PPROVED 5/30/2007 5/30/2007 5/30/2007 2/21/2007 5/16/2007 DATE APPR. 5/16/2007 2/22/2007 6/5/2007 6/5/2007 6/5/2007 FROM SANBAC (Trans.) 5/29/2007 5/29/2007 5/29/2007 5/16/2007 2/19/2007 OT. 2/22/2007 5/16/2007 6/5/2007 6/5/2007 6/5/2007 FROM SANBAG (Appr.) 5/29/2007 5/14/2007 5/29/2007 5/29/2007 2/19/2007 ្ន 5/25/2007 2/19/2007 5/10/2007 5/25/2007 5/25/2007 FROM CONTRACTOR 5/10/2007 5/22/2007 2/14/2007 5/22/2007 5/22/2007 6/6/2007 2/26/2007 5/17/2007 6/6/2007 2 5/22/2007 5/22/2007 5/9/2007 5/22/2007 2/12/2007 RE SIGN. 57,937.94 62,457.35 118,664.04 55,865.96 55,865.96 55,865,96 TO DATE CONTINGENCY 56,934.48 55,865.96 55,865.96 55,865.96 162,130.00 BALANCE \$ 118,664.04 \$ 12,400.00 \$ 12,400.00 \$ \$ 118,664.04 \$99,672.65 \$ 112,072.65 \$117,595.52 (1,003.46) \$ 116,592.06 2,071.98 \$ 118,664.04 \$ 118,664.04 \$ 118,664,04 \$ 118,664.04 AMOUNT CONTINCENCY BUDGET 118,664.04 \$5,522.87 CCO PAY TIME METHOD EXT. 0 0 0 0 0 T&M T&M T&M T&M ្ន Approved copies to: GRAND TERRACE CITY HALL, CONDUIT Approved Copies to: ITEM OVERRUN\*\* Approved Copies to: Approved Copies to: Approved Copies to: Approved Copies to: Approved Copies to: Approved Copies to: Approved Copies to: Waterman@28th, Highland@Lincoln and Highland@Boulder Approved copies to: Rancho Cucumonga City Hail condui CENTRAL CONDUIT REPAIR & BARTON FOUNDATION TOTAL TO DATE>>>>>> Watermain Break Foothill and Eucalyptus DESCRIPTION 30 800 υ'n ø Ö. ~박 7

\* Includes Supplemental Funds & SANBAG Furnished Materials

NOTES:

§ Balance			49
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ITEM No.			
*	•	 	



# San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority

San Bernardino County Congestion Management Agency
 Service Authority for Freeway Emergencies

### Minute Action

	AGENDA ITEM: 4
Date:	August 9, 2007
Subject:	Design Cooperative Agreement No. C08044 with Caltrans for the Interstate 10 Westbound Lane addition
Recommendation:*	Approve Design Cooperative Agreement No. C08044 with Caltrans for the Interstate 10 Westbound Lane Addition
Background:	This is a new cooperative agreement. Under state law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of project development and construction of the Measure I Valley Major Projects Program. This item concerns the cooperative agreement for the design of the Interstate 10 Westbound Lane Addition project, a project funded from both Measure I and Proposition 1B Corridor Mobility Improvement Account funds. The agreement basically governs the allocation of responsibilities between SANBAG and Caltrans, and stipulates the manner of oversight. It imposes no direct financial obligations on SANBAG, other than the costs of design to which SANBAG has already committed. These are typical design agreements, virtually identical to those previously executed on all other segments of Route 30, Route 71, and I-10.
Financial Impact:	A design cooperative agreement generally serves to assign design responsibilities to the respective parties of the agreement and has limited financial impact to the SANBAG 2007/08 Budget. TN 86208000.
Reviewed By:	This item will be reviewed by the Major Projects Committee on August 9, 2007.
Responsible Staff:	Darren Kettle, Director of Freeway Construction
*	
, , , , , , , , , , , , , , , , , , ,	Approved Major Projects Committee
	Date: <u>August 9, 2007</u>
	Moved: Second:
	In Favor: Opposed: Abstained:

### SANBAG Contract No. C08044

by and between

# San Bernardino County Transportation Authority

and

# California Department of Transportation

for

# I-10 Westbound Lane Addition Project Development

### Co-Operative Agreement

	FOR AC	COUNTING	PURPOSES O	NLY		
☐ Payable	Vendor Cont	ract #	Reter	ntion:	○ Original	
Receivable	Vendor ID		☐ Yes	s% □ No	☐ Amendment	
Notes:						
		Previous /	Amendments Tot	al:	\$	
Original Contract:	\$ <u>0</u>	Previous /	Amendments Cor	ntingency Total:	\$	
		Current A	mendment:		\$	
Contingency Amount:	.\$ <u>0</u>	Current A	mendment Contir	ngency:	\$	
Contingency Amount requir	es specific authoriza	tion by Task Mana				
***************************************			Contract To	OTAL → \$0		
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<u>Task</u>	Cost Code	Funding Source	<u>es Grant II</u>		<u>ounts</u>	
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Original Board Approv		2:			ntract End:	
New Amend. Approva					end. End:	
If this is a multi-year budget authority and	contract/amend future fiscal ye	iment, please ear(s)-unbudg	allocate budge eted obligations	t authority amo s:	ong approved	
Approved Budget Authority →			Future Fiscal \ Unbudgeted O		<b>5</b>	
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W.	Kare	8-3-17				
Task Manager Signal	Task Manager Signature Date Contract Manager Signature Date					
Tours V The fire a/3/02						
Chief Financial Officer	Signature	Date	•			

District Agreement No. 8-1286

08-SBd-10 KP 53.6/59.7
(PM 33.3/36.9)
Add W/B mixed flow lane from
Ford Street to Live Oak Canyon Rd
In the Cities of Redlands & Yucaipa
EA 0F1500
District Agreement No. 8-1286

DRAFT (non executable)

# PROJECT DEVELOPMENT COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on	, 2007, is between the
STATE OF CALIFORNIA, acting by and through its	Department of Transportation, referred to
STATE OF CALIFORNIA, acting by and unough in	5 Doparations of 11000p
herein as "STATE," and the	

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY public entity, referred to herein as "AUTHORITY."

### RECITALS

- 1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within AUTHORITY's jurisdiction.
- 2. AUTHORITY desires to construct SHS improvements consisting of adding one (1) westbound mixed flow lane on Interstate 10 (I-10) between Ford Street in the City of Redlands and Live Oak Canyon Road in the City of Yucaipa, referred to herein as "PROJECT."
- 3. AUTHORITY is willing to fund one hundred percent (100%) of all capital outlay and support costs, except that the costs of STATE's Independent Quality Assurance (IQA) of PROJECT development and STATE's costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if applicable, in the review and approval if appropriate of the PROJECT environmental documentation prepared entirely by AUTHORITY, will be borne by STATE.
- 4. STATE funds will not be used to finance any of the PROJECT capital and support costs except as set forth in Recital 3 above.

- 5. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
- 6. PROJECT landscape maintenance and construction will be the subject of a separate future agreement or agreements.
- 7. This Agreement will define the roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding the environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with NEPA, if applicable.
- 8. The parties now define herein below the terms and conditions under which PROJECT is to be developed, designed, and financed.

### SECTION I

# **AUTHORITY AGREES:**

- 1. To fund one hundred percent (100%) of all PROJECT development costs except for costs of STATE's IQA, STATE's review, comment, and approval if appropriate, of the PROJECT environmental documentation for CEQA, and NEPA if applicable.
- 2. To not use STATE funds for any PROJECT capital and support costs.
- 3. All PROJECT work performed by AUTHORITY, or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.
- 4. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
- 5. To have a Project Report/Project Study Report (PR/PSR) and detailed Plans, Specifications, and Estimates (PS&E) prepared, at no cost to STATE, and to submit each to STATE for STATE's review and concurrence at appropriate stages of development. The PR/PSR, and the final PS&E for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California. AUTHORITY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.

- 6. To have all necessary right of way maps and documents used to acquire right of way by AUTHORITY prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each right of way map and document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in Responsible Charge of Work.
- 7. To permit STATE to monitor, participate, and oversee the selection of personnel who will prepare the PR/PSR, conduct environmental studies and prepare environmental documentation, prepare the PS&E, provide right of way engineering services, and provide right of way acquisition services. AUTHORITY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
- 8. To submit to STATE for review and concurrence all Right of Way Engineering Land-Net Maps and Right of Way Appraisal Maps, Records of Survey, and Right of Way Record Maps in accordance with STATE's Right of Way Manual, Chapter 6, Right of Way Engineering, STATE's Plans Preparation Manual, STATE's Surveys Manual, applicable State laws, and other pertinent reference materials and examples as provided by STATE.
- 9. Personnel who prepare the PS&E and environmental documentation, including the investigative studies and technical environmental reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, right of way acquisition, construction, and/or to make design revisions for contract change orders.
- 10. Personnel who prepare right of way maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of Right of Way Record Maps, Records of Survey, and title to any property intended to be transferred to STATE.
- 11. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto the SHS right of way to perform surveying and other investigative activities required for preparation of the PR/PSR, environmental documentation, and/or PS&E.
- 12. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
- 13. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

- 14. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the SHS right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required SHS encroachment permits.
- To acquire and furnish all right of way, if any, outside of the existing SHS right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's IQA to ensure that the completed work and title to property acquired for PROJECT is acceptable for incorporation into the SHS right of way.
- 16. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's District Division Chief of Right of Way, in all matters related to the acquisition of right of way in accordance with STATE's procedures as published in STATE's current Right of Way Manual. Whenever personnel other than personnel of a qualified public agency, or a qualified consultant, are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by AUTHORITY.
- 17. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review and concurrence by STATE prior to the advertisement for bids for the contract to construct PROJECT.
- 18. To deliver to STATE legal title to the right of way, including access rights, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the SHS facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by AUTHORITY.
- 19. To be responsible for, and to the STATE's satisfaction, the investigation of potential hazardous material sites within and outside of the existing SHS right of way that could impact PROJECT as part of performing any preliminary engineering work. If AUTHORITY discovers hazardous material or contamination within the PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.

- 20. If AUTHORITY desires to have STATE advertise, award, and administer the construction contract for PROJECT, AUTHORITY shall provide STATE with acceptable plans prepared by AUTHORITY or AUTHORITY's consultant on either 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs using Micro Station Version 08.05.02.47 .dgn files, CaiCE Visual Transportation Version 10. SP5 (CaiCE VT). One copy of the data on CD/DVD, including the Engineers electronic signature and seal, shall be provided to STATE upon completion of the final PROJECT PS&E. STATE reserves the right to modify these CD/DVD requirements and STATE shall provide AUTHORITY advance notice of any such modifications. Files may be submitted on up to five (5) CDs or, if larger, on DVDs. All submittal files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG. Reimbursement to STATE for costs incurred by STATE to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Cooperative Agreement referred to in Article 16 of Section III of this Agreement.
- 21. All aerial photography and photogrammetric mapping shall conform to STATE's current standards.
- 22. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.
- 23. All original recorded land title documents created by PROJECT shall be delivered to STATE and become property of STATE.
- 24. To submit to STATE a list of STATE horizontal and vertical control monuments which will be used to control surveying activities for PROJECT.

### SECTION II

### STATE AGREES:

1. At no cost to AUTHORITY, to complete STATE's review as CEQA Lead Agency and NEPA Lead Agency, if applicable, of the environmental documents prepared and submitted by AUTHORITY and to provide IQA of all AUTHORITY work necessary for completion of the PR/PSR and PS&E for PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites and all right of way activities undertaken by AUTHORITY or its designee, and provide prompt reviews and concurrence, as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion of the environmental documentation, PR/PSR, and PS&E for PROJECT.

Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary encroachment 2. permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.

### SECTION III

# IT IS MUTUALLY AGREED:

- All obligations of STATE under the terms of this Agreement are subject to the 1. appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
- The parties to this Agreement understand and agree that STATE's IQA is defined as 2. providing STATE policy and procedural guidance through to completion of the PROJECT preliminary engineering, PS&E, and right of way phases administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds.
- The design, right of way acquisition, and preparation of environmental documentation 3. and related investigative technical reports and technical environmental reports for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.
- STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. The STATE will be the Federal Lead Agency for NEPA if applicable. 4

AUTHORITY will assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and NEPA. If applicable, AUTHORITY will submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's review, comment, and approval prior to public availability.

If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and/or NEPA if applicable, this Agreement will be amended to include completion of these additional tasks by AUTHORITY.

- 5. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements and approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be paid by AUTHORITY, as a PROJECT cost.
- 6. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s) and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
- 7. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
- 8. STATE, as a PROJECT cost, shall be responsible for overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process. AUTHORITY, to the satisfaction of STATE and subject to all of STATE's policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process. STATE will participate as CEQA Lead Agency in all public meetings/hearings related to the CEQA environmental process for PROJECT. If PROJECT is also subject to NEPA compliance, STATE shall be responsible to assure the planning, scheduling and holding of NEPA related public meetings/hearings on the PROJECT is satisfactory with FHWA. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE, and if applicable, FHWA maintain(s) final editorial control of exhibits, handouts or other material to be used at the public meetings/hearings.

AUTHORITY, subject to STATE's prior review and approval, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures.

- 9. In the event AUTHORITY would like to hold separate and/or additional public meetings regarding the PROJECT, AUTHORITY must clarify in any meeting notices, exhibits, handouts or other material that STATE is the CEQA Lead Agency and AUTHORITY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings are not part of the CEQA public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE will maintain final editorial control of exhibits, handouts or other materials to be used at the public meeting/hearing solely with respect to text or graphics that could lead to public confusion over CEQA related roles and responsibilities.
- 10. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
- 11. AUTHORITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and AUTHORITY in a subsequent amendment to this Agreement.
- 12. Any hazardous material or contamination of an HM-1 category found within existing SHS right of way during PROJECT shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within local road right of way during PROJECT shall be the responsibility of AUTHORITY. For the purpose of this Agreement, hazardous material of HM-1 category is defined as that level or type of contamination which must be remediated by reason of its mere discovery regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and pay all costs for remedy or remedial action within existing SHS right of way, except that if STATE determines, in its sole judgment, that STATE's cost for remedy or remedial action is increased as a result of AUTHORITY's decision to proceed with PROJECT, that additional cost identified by STATE shall be borne by AUTHORITY. AUTHORITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within local road right of way or other property. While STATE will exert

every reasonable effort to fund the remedy or remedial action for which STATE is responsible, in the event STATE is unable to provide funding, AUTHORITY will have the option to either delay PROJECT until STATE is able to provide that corrective funding or AUTHORITY may proceed with the remedy or remedial action as a PROJECT expense without any subsequent reimbursement by STATE.

- 13. Any remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within existing SHS right of way shall be the responsibility of AUTHORITY, who shall sign the HM-2 manifest and management of HM-2 will be a PROJECT cost if the PROJECT proceeds. Any remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within AUTHORITY right of way shall be the responsibility of AUTHORITY who shall sign the HM-2 manifest and management of HM-2 will be at AUTHORITY's cost, if the PROJECT proceeds. For the purposes of this Agreement any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed had PROJECT not proceeded.
- 14. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way acquired by or on account of AUTHORITY for PROJECT, AUTHORITY shall be responsible, at AUTHORITY's expense, for all required remedy or remedial action and/or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work.
- 15. Remedial actions proposed by AUTHORITY on SHS right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and standards and practices mandated by those Federal and State regulatory agencies.
- 16. A separate Cooperative Agreement or agreements will be required to address Landscape Maintenance, and to cover responsibilities and funding for the construction phase of PROJECT.
- 17. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
- 18. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY and arising under this Agreement. It is understood and agreed that AUTHORITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual,

- inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
- 19. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 20. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
- No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 22. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2014, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY				
WILL KEMPTON Director	By:				
By: MICHAEL A. PEROVICH District Director	Attest: VICKI WATSON Board Secretary				
APPROVED AS TO FORM AND PROCEDURE:	APPROVED AS TO FORM AND PROCEDURE:				
By:  Attorney, Department of Transportation  CERTIFIED AS TO FUNDS:	By:				
By:					
CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:					
By: Accounting Administrator					



# San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715 Fax: (909) 885-4407 Web: www.sanbag.ca.gov Phone: (909) 884-8276



San Bernardino	County	Transportation	Commission	San I	Bernardino	County	Transpor	tation	Aumon	īy

■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

### Minute Action

	AGENDA ITE	M:5					
Date:	August 9, 2007						
Subject:	Cooperative Agreement No. F Street/University Parkway Gra	R08007 with Lowes HIW Corporation for the State rade Separation Project.					
Recommendation:*	(LOWES) for the Street/Unive	ment No. R08007 with Lowes HIW Corporation ersity Parkway Grade Separation which would result 000 as detailed in the Financial Impact Section. TN					
Background:	improvement warehouse with at the northerly limit of SA separation project. A condition Bernardino included city street University Parkway. After status of the LOWES project their improvements, portions of the SANBAG's construction properties and "throw-away" SANBAG at This agreement specifies that a Separation project SANBA conditioned upon LOWES by both the costs to incorporate to construction costs estimated construction as bid by Skansk	s a new cooperative agreement. LOWES is developing a new home verment warehouse with frontage on University Parkway in San Bernardino northerly limit of SANBAG's State Street/University Parkway grade tion project. A condition placed on the development by the City of Sandino included city street improvements and a raised center median on risity Parkway. After discussions with the City and developer about the of the LOWES project it became apparent that if LOWES proceeded with improvements, portions of those improvements would later be damaged due NBAG's construction project. In order to eliminate the potential of damage prow-away. SANBAG and developer negotiated this agreement.  In order to eliminate the potential of damage arow-away. SANBAG and developer negotiated this agreement.  In order to eliminate the potential of damage arow-away. SANBAG will construct the necessary improvements in the costs to incorporate the design into the grade separation project and the action costs estimated at a total of \$60,000, including \$55,000 for action as bid by Skanska Civil, SANBAG's construction contractor for the separation project, and approximately \$5,000 in design costs.					
*		Approved					
		Major Projects Committee					
		Date: <u>August 9, 2007</u>					
		Moved: Second:					
•		In Favor: Opposed: Abstained:					
		Witnessed:					

Major Projects Agenda Item August 9, 2007 Page 2

> SANBAG will construct a raised concrete median, curb, gutter, driveway and street improvements along the University Parkway frontage of the LOWES development to the Hallmark Parkway/University Parkway intersection. This work was included as an additional item in SANBAG's bid documents for the State Street/University Parkway Grade Separation project. The work will only be performed by SANBAG's contractor upon execution of this agreement. As referenced above the contractor's bid for this additional work is \$55,000.

Financial Impact:

The agreement provides that LOWES will reimburse SANBAG for the design and construction costs for the work associated with the LOWES project. estimated cost is \$60,000. The construction of the State Street/University Parkway project is funded by Traffic Congestion Relief Program funds. TN 87108000

Reviewed By:

This item will be reviewed by the Major Projects Committee on August 9, 2007.

Responsible Staff:

Darren Kettle, Director of Freeway Construction

# SANBAG Contract No. R08-007

by and between

# San Bernardino County Transportation Authority

and

# Lowe's HIW, Inc.

for

State Street/University Parkway Grade Separation Project							
	FOR ACC	DUNTING PUR	RPOSES ONLY	Constitution (Constitution Constitution Cons			
☐ Payable	Vendor Contract	#	Retention:	⊠ Original			
⊠ Receivable	Vendor ID		☐ Yes% ⊠	☐ Amendment			
Notes: This is a reimbu	rsement contract						
Notes. This is a terms		Previous Amer	ndments Total:	\$			
Original Contract:	\$ ( <u>60,000) est.</u>	Previous Amer	mendments Contingency Total: \$				
		Current Amend	dment:	\$			
Contingency Amount:	\$	: ·	dment Contingency:	\$			
Contingency Amount require	s specific authorization	by Task Manager p	rior to release.				
Contract TOTAL	<b>&gt;</b>			\$ (60,000) est.			
		◆ Please inclu		original contract or the amendment.			
Task		nding Sources	Grant ID	Amounts			
871CZZ08	<u>5554</u> <u>Me</u>	as. I Valley M.P.	·	\$ <u>60,000 R est.</u> \$			
	***************************************		<del>Village and the same a</del>	\$ \$			
		<del></del>	**************************************	\$			
		0/12/07 C/	ontract Start: 9 <u>/12/07</u>				
Original Board Approve			mend. Start:				
New Amend. Approval	(Board) Date.						
If this is a multi-year budget authority and	contract/amendm future fiscal year	ent, piease allo (s)-unbudgeted	l obligations:	ey among approve			
1		I Car	ture Fiscal Year(s) – budgeted Obligation	n → \$			
Is this consistent with t	he adopted budget	? ⊠Yes	□No				
If yes, which Task	includes budget au	thority? <u>07 1</u>	]Yes □No				
If no, has the budg	et amendment bee	TRACT MANA	GEMENT				
Please mark an "X" n		iy:	☐ Local ☐ F	Padly Local			
☐ Intergovernmental	☑ Private	☐ Non-Local	%	The city Loods			
Disadvantaged Busine		o ∐Yes	/º ontract Manager: Dei	onis Savlor			
Task Manager: Darren	Kettle		The activating of the state of	_/ )			
D. M.		-2-07	Ments distra	<u>ຢູ່ເ/໒1</u> nature Date			
Task Manager Signatu	Task Manager Signature Date Contract Manager Signature Date						
M'Have 8/e/07							
Chief Financial Officer	Signature <sup>'</sup> [	Date					

Filename: R08007-das.doc

### CONTRACT R08-007

## COOPERATIVE AGREEMENT

### BETWEEN

# SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/ SAN BERNARDINO ASSOCIATED GOVERNMENTS

### AND LOWE'S

### FOR THE

# STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION PROJECT

This Cooperative Agreement is made and entered into this 12th day of September, 2007 (herein referred to as AGREEMENT), by and between Lowe's HIW, Inc., a Washington corporation (herein referred to as "Lowe's") and the San Bernardino County Transportation Authority/San Bernardino Associated Governments (herein referred to as "SANBAG"). This AGREEMENT defines specific SANBAG and Lowe's tasks and responsibilities for the development and construction of the State Street/University Parkway Grade Separation Project (herein referred to as the PROJECT).

#### Witnesseth

WHEREAS, the PROJECT consists of constructing the State Street/University Parkway Grade Separation Project which improves traffic circulation in this area of the City of San Bernardino and adjacent unincorporated San Bernardino County; and

WHEREAS, the PROJECT generally begins at Hallmark Parkway at the north and extends south along a new alignment southeast of the existing road alignment across the BNSF railroad tracks in order to grade separate the roadway and railroad and yet minimize impacts to existing right of way and facilities, such as the high pressure Department of Water Resources water line in existing University Parkway right of way; and

WHEREAS, there will be interfaces and impacts between construction of the PROJECT and concurrent development by Lowe's at their property located west of the road alignment north of the BNSF railroad tracks (the Lowe's property); and

WHEREAS, both SANBAG and Lowe's intend to work together in a cooperative manner in every respect toward completing the design and construction of a quality PROJECT; and

WHEREAS, the Lowe's improvements conditioned by the City of San Bernardino relative to University Parkway including the sidewalk, driveway area, and median island occur in the same area where PROJECT improvements are already occurring and Lowe's

improvements in this area would result in replacing newly constructed facilities upon completion of PROJECT work; and

WHEREAS, the purpose of this AGREEMENT is to define the project roles and responsibilities for both Lowe's and SANBAG; and

WHEREAS, both parties agree to the concept and purpose of the PROJECT.

Therefore, both SANBAG and Lowe's agree to the following:

- 1. PROJECT costs and responsibilities are to be divided between SANBAG and Lowe's as further described below.
- SANBAG shall provide a design consultant and be responsible for the full cost of the PROJECT design, except for the design costs related to integrating the Lowe's Development plans relative to University Parkway into the PROJECT plans as detailed below. The PROJECT design will include preparation of plans, specifications, quantity calculations and cost estimates. The PROJECT design will be prepared using English units. The PROJECT design will be prepared using the standard drawing format for the City of San Bernardino. The PROJECT design will also include preparation of design surveys. These design costs will be billed to Lowe's upon completion of this work and within 60 days of execution of this agreement. Lowe's shall reimburse this cost to SANBAG within 30 days of receiving this invoice.
- A new raised concrete median on University Parkway just south of Interchange 3. Drive, a driveway entrance to Lowe's, and modified roadway and striping of traffic lanes in this area to accommodate these facilities (herein referred to as Lowe's improvements) will be designed by Lowe's engineer and incorporated into PROJECT construction package by SANBAG's design engineer. The design costs for SANBAG's design engineer to perform this coordination and incorporation of Lowe's design will be paid by Lowe's. Upon approval of the incorporated design by the City of San Bernardino, the Lowe's improvements will be added to the PROJECT construction documents. When the PROJECT goes out to bid, a separate bid item for items related to Lowe's improvements will be identified such that bidders will separately bid the construction costs of this work. The PROJECT will be awarded to the contractor with the lowest overall bid, regardless of the specific bid item cost for the Lowe's improvements. SANBAG shall invoice Lowe's for the Lowe's improvement work cost upon progress and final billings from Contractor. Lowe's shall reimburse this cost to SANBAG within 30 days of receiving this invoice. Any and all costs of Contractor Change Orders affecting the Lowe's improvements shall be reimbursed to SANBAG by Lowe's. SANBAG shall invoice Lowe's for any Contractor Change Order costs for the Lowe's improvements work within 60 days of PROJECT completion. Lowe's shall reimburse this cost to SANBAG within 30 days of receiving this invoice.
- 4. An exhibit showing the area of work and the proposed Lowe's improvements are shown on Exhibit "A" to this AGREEMENT.

- 5. SANBAG, and their officers, employees (past and present), agents, and representatives, including Fluor Daniel, Inc., shall be named as additional insureds on the liability insurance policy of the PROJECT construction contractor. Lowe's, its officers, agents, representatives, partners and employees shall be named as additional insureds on the liability insurance policy of the construction contractor.
- 6. Neither SANBAG nor any officer, employee, or agent thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by Lowe's under or in connection with any work, authority or jurisdiction delegated to Lowe's under this AGREEMENT. It is understood and agreed that Lowe's shall fully defend, indemnify and save harmless SANBAG, all officers, employees, and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reasons of anything done or omitted to be done by Lowe's under or in connection with any work, authority or jurisdiction delegated to Lowe's under this AGREEMENT.
- 7. Neither Lowe's nor any officer, employee, partner or agent thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT. It is understood and agreed that SANBAG shall fully defend, indemnify and save harmless Lowe's, all officers, employees, and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT.
- 8. SANBAG and Lowe's agree to work cooperatively to solve any issues that develop during the design, environmental, right of way, and construction phases of the PROJECT. Both parties agree to respond to issues in a timely manner, so as not to interfere with the progress of the PROJECT. Each party shall bear their own costs in relation to carrying out the matters specified herein unless otherwise specified.
- Amendments to this AGREEMENT may be incorporated to this AGREEMENT as mutually agreed to in writing by both Lowe's and SANBAG.
- 10. This AGREEMENT shall terminate upon 6 months after project completion.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first set forth above:

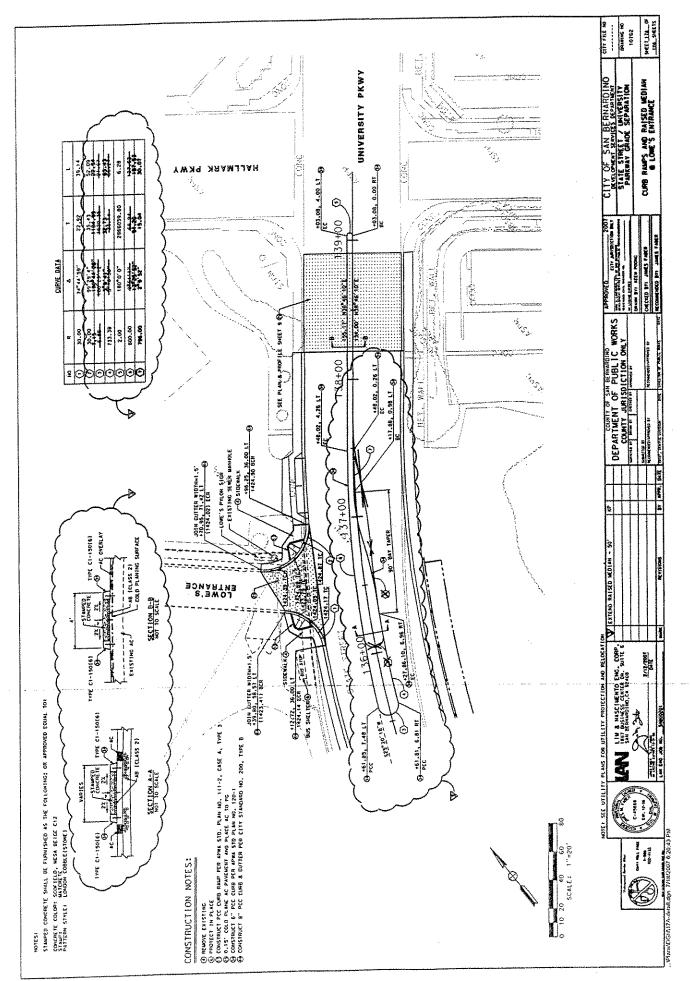
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY:	LOWE'S HIW, INC.:
By:  Lawrence Dale  President, SANBAG Board of Directors	By: Name: Title:
Date:	
APPROVED AS TO FORM AND PROCEDURE:	
By:  Jean-Rene Basle SANBAG Counsel	
Date:	

# EXHIBIT "A"

CONTRACT NO. R08-007

# STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION

LOWE'S IMPROVEMENTS





# San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715 Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



San Bernardino County Transportation Commission
 San Bernardino County Transportation Authority

■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

### Minute Action

	AGENDA ITEM: 6							
Date:	August 9, 2007							
Subject:	Approve Contract No. 08-002 with CH2MHill to provide final design services for the Interstate 10 Westbound Lane Addition Project							
Recommendation:*	Approve Contract No. 08-002 with CH2MHill to provide final design services for the Interstate 10 Westbound Lane Addition Project an amount not to exceed \$3,500,000 as described in the financial impact section below. TN 86208000							
Background:	This is a new consultant services contract. In June 2007 the Board authorized the release of a Request for Qualifications 07-160 (RFQ) to Engineering Consultants for final design services for the Interstate 10 Westbound Lane Addition project. The project proposes to construct a fourth mixed flow lane on Interstate 10 westbound from the Live Oak Canyon interchange in Yucaipa to Ford Street in Redlands. The project also includes drainage improvements, retaining walls, a sound wall, and tie-ins to Yucaipa Blvd on-ramp. SANBAG received four Statements of Qualification (SOQ) in response to the RFQ. The teams that submitted SOQs included:  CH2MHill/Boyle Engineering  DMJM+Harris  Jacobs Engineering  Stantec							
. *								
	Approved Major Projects Committee							
	Date: August 9, 2007							
	Moved: Second:							
	In Favor: Opposed: Abstained:							

Witnessed:

Major Projects Agenda Item August 9, 2007 Page 2

Utilizing the SANBAG consultant selection process a committee consisting of one representative from the City of Yucaipa, two representatives from Caltrans and two SANBAG staff reviewed and rated all four SOQs. All four firms/teams submitted SOQs that conveyed a strong knowledge and understanding of the project and substantial experience for the principal discipline lead staff. Due to the strength of all four SOQs the selection committee short-listed all four firms/teams.

Interviews were conducted on July 24th, 2007 with a selection panel that consisted of the same representatives that reviewed the written SOQs. The teams were rated based on responses to five questions that focused on depth of resources and project knowledge. Again all four firms/teams exhibited a variety of strengths in their presentation and responses during the question and answer period. The consensus of the selection committee was that CH2MHill was most qualified to perform the work and had the best project understanding. The CH2MHill team has familiarity with this stretch of the I-10 Corridor as they were the lead design firm for the I-10 Truck Climbing Lane that completed construction in 2005 and was a prime subconsultant for the Interstate 10/Live Oak Canyon interchange reconstruction project that was recently awarded by the SANBAG Board to Riverside Construction. Furthermore, CH2MHill recognized that since this project is a recipient of Corridor Mobility Improvement Account funds, it must meet strictly defined schedules and they have staff resources available to deliver the final design package ahead of schedule. The CH2MHill project manager, Mr. Rick Simon, was the project manager for the I-10 Truck Climbing Lane project and happens to be resident in the area of the project.

The selection panel recommends this contract to the Major Projects Committee and the Board of Directors. The contract cost negotiated with CH2MHill is consistent with the work included in the scope of work used for the RFQ and is included in the approved SANBAG 2007/2008 Annual Budget.

Financial Impact:

This action is consistent with the 2007/08 Budget. The funding source for project development activities is Measure I Valley Major Project funds. TN 86208000 (I-10 Westbound Lane Project)

Reviewed By:

This item will be reviewed by the Major Projects Committee on August 9, 2007.

Responsible Staff:

Darren Kettle, Director of Freeway Construction

# SANBAG Contract No. C08002 by and between

### San Bernardino County Transportation Authority

and

### CH2M Hill

for

### Design Engineering Services I-10 Westbound Lane Addition Project

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FOR ACCOUNTING PURPOSES ONLY							
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### Draft

### ATTACHMENT "A"

## Scope of Services

## By and between

San Bernardino County Transportation Authority

And

CH2M Hill

To

Provide Design Engineering Services

For

Interstate 10 (I-10) Westbound Lane Addition Project

Cities of Redlands and Yucaipa, San Bernardino County

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  - Topographic Mapping
  - Surveys
  - Geotechnical Investigation and Materials
  - Utility Coordination
  - Roadway Design
  - Structure Design
  - Soundwalls
  - Retaining Walls
  - Drainage Design
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- Monthly Progress Reports
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Table I - CMIA Milestone Schedule

### A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments, acting as the San Bernardino County Transportation authority (SANBAG), in cooperation with the California Department of Transportation (CALTRANS), will utilize the services of CONSULTANTS to provide design engineering services as described below. The scope of services is for the development of the Plans, Specifications, and Estimates (PS&E) for the proposed addition of one (1) mixed flow lane on westbound Interstate 10 (I-10) between Ford St in the City of Redlands and Yucaipa Blvd in the City of Yucaipa.

Coordination of CONSULTANT, SANBAG, and CALTRANS will be accomplished through a Consultant Project Manager, SANBAG Contract Manager or his designee, and a CALTRANS Project Manager.

The SANBAG Contract Manager for this contract shall be:

Mr. Darren Kettle Director of Freeway Construction

CONSULTANT shall be required to perform all professional and technical engineering services necessary to prepare the PS&E. CONSULTANT shall also be required to make itself available during construction bidding procedures and the construction phase of the project to perform those duties requested of them by SANBAG, and with SANBAG approval, by CALTRANS.

### PROJECT LOCATION AND DESCRIPTION

The project proposes to construct a mixed flow lane in the westbound direction of I-10 from Ford St in the city of Redlands and Live Oak Canyon in the city of Yucaipa. The total project length is 3.8 miles. The purpose of this project is to relieve traffic congestion currently experienced at and in the vicinity of the project area.

The PR/PSR consists of one build alternative which purposes to construct the lane in the median between the Ford St interchange and the Yucaipa Blvd interchange. From Yucaipa Blvd to west of Live Oak Canyon the lane will be constructed to the outside of the existing travel way. The project's main features are as follows:

- The addition of a standard 12' wide mixed flow lane and corresponding 10' shoulder.
- A special structure may be required to retain the hill side between Yucaipa Blvd and Wabash.
   The proposed project plans identify a 16 meter tall soil nail wall.
- Standard retaining walls where outside widening occurs.
- Tie back walls under the 16<sup>th</sup> St. Bridge and the Yucaipa Blvd. Bridge.
- Tie-ins to the existing on and off ramps at Yucaipa Blvd. No ramp improvements are included in the scope.
- A sound wall may be required.
- Modifications to existing drainage facilities/patterns to capture and convey flows.
- Development of an independent PS&E package for soundwalls on the bluff of Golden West Dr., Redlands. Soundwalls were constructed along this bluff in 2004. There is the potential

additional walls will need to be constructed along this same bluff. Development of a PS&E package for this additional work is part of this contract's scope.

It is anticipated that the draft PR/PSR will be approved prior to the start of the PS&E contract. Completion of this document is in the scope of another contract, but coordination with the consultant preparing this document may be required. The environmental document, a CEQA CE, the mandatory and advisory design exceptions, and the Geometric Approval Drawings (GADs) have been approved.

# B. <u>APPLICABLE STANDARDS</u>

All project deliverables and related material shall be prepared in accordance with current CALTRANS and Federal Highway Administration (FHWA) regulations, policies, procedures, manuals, and standards for *English* units.

- A. Roadway design shall be in accordance with the current edition of the CALTRANS <u>Highway Design Manual</u>, the <u>English Highway Design Standards</u>, <u>Standards for English Plans</u>, <u>English Standard Specification</u>, and the <u>Traffic Design Manual</u>.
- B. Basic design shall be in accordance with the existing draft PR/PSR, the PR/PSR once it is approved, and the Geometric Approval Drawings.
- C. Plans shall be prepared in conformance with the current editions of the CALTRANS <u>Drafting</u> and <u>Plans Manual</u> and the CALTRANS <u>CADD Users Manual</u>.
- D. Plans, specifications, and estimates shall be prepared in conformance with the current editions of the CALTRANS <u>Plans</u>, <u>Specifications</u>, and <u>Estimates Guide</u>.
- E. Structure plans, specifications, and calculations for non-standard retaining walls shall be in accordance with the current editions of the CALTRANS Division of Structures manuals.
- F. All surveys shall conform with the current CALTRANS Surveys Manual.
- G. All field laboratory testing for geotechnical investigations shall be performed and the Materials Report shall be prepared in conformance with current editions of the Guidelines for Geotechnical Design Reports.
- H. All phases of design improvements which impact existing or proposed underground utilities shall conform to CALTRANS <u>Policy on High and Low Risk Underground Facilities within Highway Rights of Way.</u>

Design of the Project shall be performed in accordance with State Standards and practices. Any exceptions to applicable design standards shall be approved by CALTRANS via the process outlined in CALTRANS <u>Highway Design Manual</u> and applicable memorandums and design bulletins published by CALTRANS.

### C. SERVICES PERFORMED BY CONSULTANT

CONSULTANT shall be responsible for the service outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services, and shall include all plans, specifications, estimates, reports and special provisions necessary to complete the project.

### General Description of Required Services

- A. It is not the intent of the following paragraphs to relieve CONSULTANT of professional responsibilities during the performance of this Scope of Services. In all instances where CONSULTANT believes this Scope of Services has not identified requirements that may be pertinent to producing a complete PS&E, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANTS's opinions with evidence thereof.
- B. CONSULTANT shall provide a project approach or management plan that will define the basic schedule and work tasks.
- C. CONSULTANT shall prepare final plans, specifications, and estimates (PS&E) for construction of the project. All deliverables shall be in English, except where noted. CONSULTANT will utilize the preliminary engineering plans, drainage reports, geotechnical reports, and right of way requirements developed prior to this Scope of Services as the basis for the PS&E. Any changes proposed by CONSULTANT shall be brought to the attention of SANBAG.
- D. CONSULTANT shall carry out the instructions as received from SANBAG's Contract Manager, or his designee, and shall cooperate with CALTRANS, other agencies, and other consultants providing Services for the Project.
- E. CONSULTANT shall coordinate its services with other consultant(s) and CALTRANS in the development of the PS&E for related projects. Any problems or conflicts shall be brought to the immediate attention of SANBAG.
- F. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by CONSULTANT for the project. CONSULTANT shall independently check and identify the engineer and checker for all such material prior to any submittal. The PS&E, reports, and documentation will be reviewed by CALTRNS, SANBAG, and/or SANBAG's designee for conformity to the PR/PSR, constructability, and overall project consistency. Reviews by CALTRNS, SANBAG, and/or SANBAG's designee will not include detailed review or check of the design of major components and related details, or the accuracy with which such designs are depicted on the plans. CONSULTANT shall not incorporate in the design, any materials or equipment of sole source origin without prior written approval of SANBAG and CALTRANS.

- G. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to SANBAG and CALTRANS. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and having the maker and checker identified. The appearance, organization and content of the drawings shall be to CALTRANS standards.
- H. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System and hand over all project files to SANBAG at completion of the project who will then forward said files to CALTRANS.
- I. SANBAG reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from SANBAG. The CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by SANBAG.
- J. CONSULTANT shall not suspend performance of this contract during the negotiations of any change orders except as they may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with the terms and conditions of this contract.
- K. At the completion of this Scope of Services all files and correspondence relating to the Project shall be turned over to SANBAG. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- L. CONSULTANT shall obtain, at its expense, all applicable CALTRANS Manuals and Standard Plans.
- M. The title sheet for reports, each plan sheet, and calculations shall bear the professional seal, certificated number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.
- N. CONSULTANT shall perform alternative engineering studies and designs, as needed and/or as directed by SANBAG's contract manager.
- O. CONSULTANT shall submit all final plans on CD ROM using MicroStatrion (.dgn) file format in accordance with CALTRANS standards. The electronic files shall include the engineer's electronic signature and seal. CONSULTANT shall verify the latest version of software used prior to submittal.
- P. As part of the services involved in the preparation of the plans, specifications, and estimates, CONSULTANT shall prepare and furnish Special Provisions for all items included in the plans which are not covered in the <u>Standard Plans and Standard Specifications</u> or required more detail than is presented on the project plans.
- Q. In the event that non-standard features become apparent during detailed design or the conversion to English units that were not identified in the original reports prepared and approved in the preliminary engineering phase, CONSULTANT shall prepare the necessary Fact Sheets for Design Exceptions following CALTRANS guidelines.

- R. CONSULTANT shall develop the Resident Engineer's (RE) File related to the design of the Project. Although the RE File is identified as a deliverable during the final stages of design, SONSULTANT shall update the RE file for the duration of the Scope of Services. CONSULTANT shall provide SANBAG with a written log of significant items which are added to the RE File. The RE File shall be available for SANBAG/CALTRANS review at any time during the performance of the Scope of Services.
- S. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the project. Risks that may be encountered include, but are not limited to, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SANBAG.
- T. CONSULTNAT shall coordinate with CALTRANS and all other agencies involved or potentially impacted by the project. CONSULTANT shall inform SANBAG prior to all contacts, meetings, and correspondence on project related issues with CALTRANS or any other agencies.
- U. CONSULTANT will be responsible for obtaining all rights of entry as necessary.
- V. Design construction support activities are not covered in this scope of services. SANBAG, if it chooses, will issue a separate scope of services and contract for design construction support activities with CONSULTANT upon completion of these Services.
- W. CONSULTANT shall prepare final plans, specifications, and estimate (PS&E) for construction of necessary soundwalls on Golden West Dr., Redlands. Eight (8) properties along the Golden West bluff are currently being environmentally evaluated. This scope includes the detailed engineering for these potential soundwalls. This is part of an independent SANBAG/City of Redlands project.

### Topographic Mapping

The CONSULTANT shall provide *English* topographic mapping of the Project area. *Metric* aerial topographic mapping will be available for use by the CONSULTANT.

The CONSULTANT shall recommend additional surveying as necessary. The recommendations shall be forwarded to SANBAG for SANBAG and CALTRANS review and concurrence prior to beginning any work.

#### Surveys

### A. General Requirements

1. CONSULTANT shall perform all surveys, necessary to complete the PS&E. CONSULTANT shall review the available data and perform the additional design surveys required for the design of the Project.

- Field and office surveys not covered by the current CALTRANS <u>Surveys Manual</u>, shall
  be performed in accordance with accepted professional surveying standards including
  requirements of current edition of the State of California <u>Professional Engineer's Act and
  Professional Land Surveyor's Act</u>. In accordance wit the Act, "responsible charge" for
  survey services shall reside with a State of California Licensed Land Surveyor or
  Registered Civil Engineer (prior to January 1, 1982).
- 3. CALTRANS, with SANBAG concurrence, will designate the horizontal and vertical control monuments that are to be the basis of all CONSULTANT performed surveys. CALTRANS will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall identify any control monuments requiring reestablishment and provide a reestablishment plan to SANBAG. Upon approval by SANBAG, CONSULTANT shall reestablish monuments per the reestablishment plan.

CALTRANS has designated that the NAD '83 California Coordinate System datum will be used for horizontal coordinate values.

4. All survey information developed by CONSULTANT shall be in English units.

#### B. Permits

CONSULTANT shall obtain applicable encroachment permits prior to beginning any field investigation. Additionally, if a traffic control plan is required, CONSULTANT shall prepare the plan. Such documents shall be forwarded to SANBAG/CALTRANS for their review and concurrence prior to beginning any field investigation.

C. Design Surveys to be Performed by CONSULTANT

CONSULTANT shall identify required design surveys and provide a work plan to SANBAG. With SANBAG's concurrence, CONSULTANT shall perform design surveys per the work plan. CONSULTANT surveys may include, but are not limited to, the following:

- 1. Surveys for detailed design of roadway, structures, retaining walls, soundwalls, drainage, sewer, and water facilities.
- 2. Survey control for geotechnical investigation, if required.
- 3. Surveys to verify and augment the aerial topographic mapping.
- 4. Supplemental surveys for preparation of cross-sections
- D. Utility Location Surveys to be Performed by CONSULTANT

CONSULTANT shall identify surveys to verify the location of utilities in potential conflict with the Project. CONSULTANT shall provide a work plan for utility location surveys to SANBAG. With SANBAG's concurrence, CONSULTANT shall perform field surveys and

update utility PS&E per the work plan.

### E. Monumentation Surveys to be Performed by CONSULTANT

CONSULTANT shall identify surveys to perpetuate monuments that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide survey control, affected by the proposed construction of the Project. CONSULTANT shall provide a work plan for monument perpetuation to SANBAG. With SANBAG's concurrence, CONSULTANT shall perpetuate monuments and file a record of survey per the work plan.

### F. Deliverables

The deliverables shall conform to the following:

- 1. Survey points, lines, and monuments shall be established, marked, identified and referenced, as required to complete the work and in accordance with the requirements herein.
- 2. Survey notes, drawings, calculations, and other survey documents/materials shall be completed as required to complete the work and in accordance with the requirements herein.
- 3. A copy, except as otherwise specified herein, of all original survey documents resulting from this Scope of Services (including original field notes, adjustment calculations, final results and appropriate intermediate documents) shall be delivered to SANBAG who will forward said documents to CALTRANS. Said documents shall then become the property of CALTRANS. The original survey documents (or a copy, if the original is to be provided to SANBAG/CALTRANS) shall be retained by CONSULTANT for future reference.
- 4. When the survey is performed with a Total Station Survey System, the original field notes shall be a legible hard copy listing of the data (observations) as originally collected and submitted by the survey party. CONSULTANT's party chief shall sign the listing.
- 5. The final results of all surveys, as required, shall be delivered to SANBAG in the format specified below:
  - a. Horizontal Control. Alpha/numeric hard copy point listing with adjusted California Coordinate System northings and eastings and appropriate descriptions based on NAD '83 datum. (Spacing and density of horizontal control monuments shall be in accordance with Caltrans' Surveys Manual, Chapter 11-02.)
  - b. Vertical Control. Alpha/numeric hard copy benchmark listing with adjusted elevations on the 1929 NGVD and appropriated descriptions. (Spacing and density of vertical control monuments shall be in accordance with Caltrans' Surveys Manual, Chapter 11-02.)

- c. **Topography**. Alpha/numeric hard-copy listing, hard-copy drawings and electronic files. Additions or modifications to the delivered topographic mapping and its symbology shall conform to current version of CALTRANS' Drafting and Plans Manual.
- d. Terrain. For each cross-section: an alpha/numeric listing, hard-copy drawing and computerized formatted file which is compatible with CALTRANS' computerized design systems. Computerized formatted crosssections shall be provided on magnetic tapes, cassettes, or disks compatible with CALTRANS' computer systems.

### 6. Records of Survey

- a. CONSULTANT shall develop a control map to direct monument recovery and recover all monuments affected by the Project.
- b. CONSULTANT shall verify the character of all points to be utilized in the Records of Survey.
- c. CONSULTANT shall tie all monuments found during the course of performing design surveys to the closest CALTRANS control.
- d. CONSULTANT shall reference the centerline and side lines of the Project to surrounding Sections, Blocks, and Tract corners.

### 7. Construction Control Survey Map

- a. CONSULTANT shall provide a Construction Control Survey Map for the Project. At minimum, the map will include:
  - Centerline alignment data for all Project improvements and existing street centerlines
  - Control points identified in plan (horizontal, vertical, horizontal and vertical, and cadastral monuments)
  - Tabulated control point listing with full descriptions
  - Tabulated cadastral monument listing with full description
  - Horizontal and vertical control bases
  - Survey data sources.
- b. CONSULTANT shall provide a State Plane Coordinate Control Data List. The list shall include all geodetic control data used for the Project, including geodetic data provided by CALTRANS and SANBAG. The list shall include station name, latitude, longitude, northing, easting, elevation, etc. If available, data shall also include a full description of all photo control points used to for topographic mapping within the Project.
- c. CONSULTANT shall provide a State Plane Coordinate ASCII point file for all calculated points. CONSULTANT shall provide full descriptions of all monuments, set or found.

- d. CONSULTANT shall provide centerline alignment files for all permanent and temporary features.
- G. Information to be provided by SANBAG or CALTRANS
  - 1. English Control Diagram Maps.
  - 2. Existing survey data and notes generated for the Project, as available.

# Geotechnical Investigation and Materials Report

#### A. General Requirements

- 1. CONSULTANT shall be required to review data provided by SANBAG and provide additional geotechnical explorations, laboratory testing, analyses and recommendations required for final roadway and structural design. To the extent that is possible, CONSULTANT shall utilize the existing information provided by SANBAG and shall not duplicate work which has been conducted during the preliminary engineering phase of the project. All additional field explorations shall meet CALTRANS requirements.
- 2. CONSULTANT shall provide experienced personnel, equipment, and facilities to perform materials sampling and testing.
- 3. All reports and plans shall bear the State of California Certified Engineering Geologist or Registered Professional Registration Seal with the signature, license number and registration certificate expiration date of the geologist or engineer responsible for the preparation of the report. The geologist or engineer responsible for the preparation of the reports shall be competent in geotechnical engineering with deep foundation experience.
- 4. In the event the existence of hazardous materials is discovered by CONSULTANT, CONSULTANT shall be required to immediately notify SANBAG.
- 5. In case of future construction claims against either SANBAG or CALTRANS, CONSULTANT shall be retained by SANBAG to provide expert testimony regarding CONSULTANT services.
- 6. All reports shall be prepared in English units.

#### B. Permits

- CONSULTANT shall provide necessary applications for Encroachment permits onto State property. A Traffic Control plan, when required, shall be delivered to CALTRANS for review.
- 2. CONSULTANT shall identify all private property requiring Rights of Entry. CALTRANS will provide all Rights of Entry for access on private property.

- 3. CONSULTANT shall obtain all other encroachment permits.
- Geotechnical Services to be provided by CONSULTANT C.

CONSULTANT shall prepare a Geotechnical Design Report (GDR) for the Project in conformance with the CALTRANS Guidelines for Geotechnical Design Reports. The GDR shall provide, but is not limited to, the following:

- 1. Determination of subsurface conditions and subsoil properties at proposed structure sites necessary to make recommendations for design of structure foundations.
- 2. Determination of ground water conditions and impacts on foundation design and construction.
- 3. Determination of subsurface conditions and subsoil properties relating to foundation settlement and rate of settlement for embankment and structure loading.
- 4. Determination of impacts of geologic/geotechnical conditions on construction and recommended mitigation measures.
- 5. Identification and recommendations for geologic/geotechnical constraints.
- 6. Analysis for potentially liquefiable or collapsible soils and corresponding recommendations for design or mitigation measures.
- 7. Engineering analyses and calculations required to provide design parameters for static and pseudo-static analysis for slope stability and settlement.
- 8. Site seismicity studies and peak ground acceleration evaluations to provide a basis for estimating seismic design parameters for use in structure and embankment design (based upon published literature) and site investigations.
- 9. A listing of soil samples obtained from the field exploration program which have been tested in CALTRANS certified laboratories to evaluate the controlling engineering properties of the encountered subsoils. Assuming that the soil samples are free of contamination, laboratory testing may include, but is not limited to:

Moisture and Density

Sieve Analysis

Shear Strength

Plasticity Index

Expansion Index

Resistively, Ph

Sand Equivalent

Consolidation/Collapse

Soluble Sulfate and Chlorides

R-Value

Maximum Density

#### Materials Report D.

CONSULTANT shall prepare a materials report for the project. The report shall comply with Topic 114, "Materials Report" of the Highway Design Manual. The Materials Report should include pavement structural section recommendations or pavement studies, culverts or drainage materials, corrosion studies, and materials or disposed sites.

#### E. Deliverables

#### 1. Field Exploration map

CONSULTANT shall prepare a map detailing the field exploration plan. The map shall provide the following:

- a. Location of each proposed boring. Include depth of boring and the proposed finished surface elevation.
- b. Location and depth of all previous borings.
- c. Geometric layout provided from preliminary engineering.
- d. Information regarding property owner impacted by each particular boring, if available.

SANBAG and CALTRANS will review and approve the field exploration map prior to application for encroachment permits. All encroachment permits and rights of entry shall be obtained prior to scheduling of any field explorations.

### Geotechnical Design Report

CONSULTANT shall submit a Geotechnical Design Report to SANBAG for CALTRANS and SANBAG review. Comments from the review will be submitted to CONSULTANT for incorporation into the final report. The number of copies of each report shall be determined prior to submittal.

#### 3. Materials Report

CONSULTANT shall submit a Materials Report to SANBAG for CALTRANS and SANBAG review. Comments from the review will be submitted to CONSULTANT for incorporation into the final report. The number of copies of each report shall be determined prior to submittal

#### 4. Foundation Reports

CONSULTANT shall submit draft foundation reports to SANBAG for CALTRANS and SANBAG review. Comments from the review will be submitted to CONSULTANT for incorporation into the final reports. The number of copies of each report shall be determined prior to submittal.

#### Utility Design and Coordination

#### A. General Requirements

- CONSULTANT shall prepare utility plan sheets in English units. CONSULTANT shall be responsible for all necessary unit conversions of relocation plans for incorporation on the utility plan sheets.
- 2. CONSULTANT shall update right of way requirements impacted by the design and relocation of utilities. CALTRANS shall coordinate with utility owners to determine right of way requirements for relocation of utilities.

#### B. Coordination

- CALTRANS shall be considered the "Utility Coordinator" for the Project. CONSULTANT shall assist CALTRANS and SANBAG with meetings and correspondence to the utility companies affected by the Project.
- CONSULTANT shall coordinate with SANBAG and CALTRANS to assist in the proper
  protection or relocation of affected utilities. Utility owners will prepare utility relocation
  plans. CONSULTANT shall provide appropriate Project plans that may assist the affected
  utility owner in the development of relocation plans. Some plans may require preparation
  in dual, English, and imperial units.
- CONSULTANT shall review relocation plans prepared by utility owners to verify compatibility with the Project. CONSULTANT shall respond in writing to SANBAG and CALTRANS either confirming conformance of the relocation plans to the Project, or nonconformance to the Project and reasons therefor.

## C. Utility Plans

- CONSULTANT shall prepare an initial set of utility plans which compare all existing
  utilities to proposed design of the Project. Any utility which conflicts with the
  improvements proposed by the Project shall be highlighted.
- 2. CONSULTANT shall update the utility plans to show the disposition of each utility on the Project. Disposition shall include, but not limited to, the utility company name, original location, proposed location, and responsible party for relocation.

#### D. Deliverables

# 1. Utility Conflict Maps

CONSULTANT shall submit utility conflict maps to CALTRANS and SANBAG. The maps shall provide the following:

- a. Geometric layout of the Project with the existing utility locations.
- b. Highlight and label each utility that conflicts with the Project.
- c. Existing utility callouts shall include the owner and the disposition of the lines.
- d. Narrative descriptions shall accompany the utility conflict maps. These narratives shall list each utility that is in conflict with the Project. Information shall include, but not be limited to, the following:
  - Conflict label and drawing reference number for the utility conflict

map on which the utility is highlighted and labeled.

- Description, owner, and disposition of the utility

- Description of the potential or actual conflict that will occur dues to the Project.

The utility conflict maps will be used by SANBAG and CALTRANS to establish which utility companies are affected by the Project and need to be relocated. CONSULTANT shall identify those portions of utilities which require potholing.

Following the submittal of the utility conflict maps, the CONSULTANT shall inform SANBAG and CALTRANS in writing of any changes in the Project design that alter the utility conflict locations indicated on the maps.

#### Roadway Design

#### A. General Requirements

CONSULTANT shall prepare and deliver to SANBAG all plans, specifications, and estimates for roadway construction. SANBAG will forward said documents to CALTRANS for their review and approval. Except where specified herein, all CONSULTANT prepared plans, specifications, quantity calculations, and estimates shall be prepared in English units.

### B. Right of Way Requirement Plan Maps

#### 1. General

CONSULTANT shall prepare Right of Way Requirement Plan Maps utilizing the Project layout sheets as a basis. CONSULTANT shall identify the limits required for the ultimate roadway operation of the Project (the "fee" area), limits required for related facilities such as drainage or utilities (easement areas), and limits required in excess of the fee and easement areas for construction of the Project (temporary construction easements). CONSULTANT shall identify access control limits where applicable.

Requirements shall reference the freeway centerlines (station and offsets), or where appropriate, centerlines of local roads or property lines. At minimum, the background elements on the Maps will include:

- a. Station lines and centerlines of roadways and drainage facilities.
- b. Layout lines of walls.
- c. Tops and toes of slope.
- d. Edge of travel way, edge of shoulder, curb and gutter, sidewalks, culverts, and other roadway appurtenances.
- e. Existing Bridges

#### 2. Deliverables

CONSULTANT shall deliver the following Right of Way Requirement Plan Maps and coordinate geometry files to a location determined by SANBAG. Actual plans and files, as determined by SANBAG, may vary in quantity and content per submittal. The number of sets of each plan shall be determined prior to submittal. All Maps will have

appropriate signature blocks for the CALTRANS oversight engineer (different from PS&E), and if necessary, appropriate revision blocks.

CALTRANS, SANBAG and/or SANBAG's designee, and other agencies will review the plans after each submittal and transmit review comments to SANBAG. A comment review meeting may be scheduled between SANBAG, CALTRANS, and CONSULTANT, where the plans with comments will be presented.

# C. Plans, Specifications, and Estimates

#### 1. General

All plans, specifications, quantity calculations, and estimates shall conform to CALTRANS requirements and shall be made available to SANBAG/CALTRANS for review and approval at stages specified in the Milestone Schedule and upon request.

#### 2. Roadway Design

- a. All title, index, sections, layouts, profiles, quantities, construction details, and other related plan sheets shall be provided on CALTRANS standard size sheets. As directed by SANBAG, CONSULTANT shall also provide 11" x 17" reduced copy of the plan sets for all submittals.
- b. The CONSULTANT shall design the roadway structural section. The Traffic Index (TI) shall be provided to CONSULTANT by CALTRANS for use in the design of the roadway structural section. The R-value to be used for the design of the roadway structural section shall be submitted by CONSULTANT to CALTRANS and SANBAG for approval prior to final design of the structural section.
- c. CONSULTANT shall prepare and update right of way requirement layouts and files as part of the roadway design. CONSULTANT shall coordinate with CALTRANS Right of Way Engineering or SANBAG Consultant on changes to right of way requirements.
- d. CONSULTANT shall prepare a Project Narrative which provides a general overview of the Project. CONSULTANT shall also discuss significant design features and/or design exceptions related to the Project deliverables.

#### 3. Deliverables

CONSULTANT shall deliver the following plan packages to a location determined by SANBAG. Actual plan packages, as determined by SANBAG, may vary in quantity and content per submittal. The number of sets of each plan, estimate or report shall be determined prior to submittal.

CALTRANS, SANBAG and/or SANBAG's designee, and other agencies will review the plans after each submittal and transmit review comments to SANBAG. A comment review meeting may be scheduled between SANBAG, CALTRANS, and

# CONSULTANT, where the plans with comments will be presented.

- a. 35% Submittal.
  - Title Sheet/Standard Plan/Key Map & Line Index
  - Typical Cross-Sections
  - Layout Plans (with Retaining Wall and Sound wall alignments), Profile Plans, and Superelevation Diagrams
  - Contour Grading Plans
  - Drainage Concepts
  - Conceptual Stage Construction and Detour Plans
  - Utility Plans
  - Right of Way, Access Control, and Easement Requirements
  - Survey Data & Survey Map
  - Construction Cost Estimate
  - Specialty Structure Type Selection Package

### b. 65% Submittal.

- Project Narrative
- Title Sheet/Standard Plan/Key Map & Line Index
- Typical Cross-Sections
- Layout Plans, Profile Plans, and Superelevation Diagrams
- Construction Details
- Contour Grading Plans
- Drainage Plans and Profiles
- Edge Drain Plans
- Sanitary Sewer Plans, Profiles, and Details
- Water Plans, Profiles, and Details
- Utility Plans
- Stage Construction, Traffic Handling Plans and Detours
- Pavement Delineation Plans
- Sign Plans
- Retaining Wall Plans and Details
- Sound Wall Plan, Details, and Quantities
- Irrigation Crossover Conduit Plans
- Right of Way, Access Control, and Temporary Construction Easement Requirements
- Construction Cost Estimate
- Quality Control Statement

#### c. 95% Submittal.

- Project Narrative
- Title Sheet/Standard Plan/Key Map & Line Index
- Typical Cross-Sections
- Layout Plans, Profile Plans, and Superelevation Diagrams
- Construction Details
- Contour Grading Plans
- Drainage Plans, Profiles, Details, and Quantities
- Edge Drain Plans and Quantities
- Sanitary Sewer Plans, Profiles, Details, and Quantities

- Water Plans, Profiles, Details, and Quantities
- Utility Plans and Details
- Stage Construction, Traffic Handling Plans, and Detours
- Stage Construction Quantities
- Pavement Delineation Plans, Details, and Quantities
- Summary of Quantities
- Sign Plans, Details, and Quantities
- Bridge Mounted Signs
- Retaining Wall Plans, Details, and Quantities
- Sound Wall Plans, Details, and Quantities
- Electrical Service Summary
- Right of Way, Access Control, and Temporary Construction Easement Requirements
- Hydraulic/Hydrology Report
- Construction Schedule
- Draft Special Provisions (Roadway, Drainage, Construction Staging, Traffic Handling, Electrical, Retaining Walls, Sound Walls, Utilities, Pavement Delineation/Signs, Erosion Control/Landscaping)
- Basic Engineer's Estimate/Construction Cost Estimate
- Quality Control Statement
- Resident Engineer's File
- e. 100% Submittal.
  - Final PS&E (all items listed in 95% submittal)
  - Representative Cross Sections (15 meter Intervals)
  - Order Forms for State-Furnished Materials and Signs
  - Quality Control Statement

#### Structural Design

#### A. General Requirements

- 1. CONSULTANT shall prepare and deliver to SANBAG all plans, specifications, and estimates for the structures on the Project. SANBAG will forward said documents to CALTRANS DIVISION OF STRUCTURES (DOS) for their review and approval. All CONSULTANT prepared plans, specifications, quantity calculations, and estimates shall be prepared in English units and conform to CALTRANS requirements.
- 2. Each design shall be independently checked by a qualified engineer who is registered in the State of California. Each plan sheet shall show the name of the engineer who performed the independent check.
- 3. The calculations for both the design and independent design check shall be submitted as part of the PS&E submittal. The respective calculations shall bear the State of California Registered Professional Engineer registration seal with the signature, license number and registration certificate expiration date of the design engineer and independent check engineer.

#### B. Preliminary Design Review

- 1. CONSULTANT shall review the as-built drawings of all existing bridge structures within the project vicinity.
- 2. CONSULTANT shall perform site surveys as necessary to determine existing conditions and topography and also to establish or verify construction survey controls.

# C. Plans, Specifications, and Estimates

#### 1. General

All plans, specifications, quantity calculations, and estimates shall conform to CALTRANS requirements and shall be made available to SANBAG/CALTRANS for review and approval at stages specified in the milestone schedule and upon request by SANBAG's Contract Manager or designee.

### 2. Special Provisions

CONSULTANT shall prepare project specific Structure Special Provisions in accordance with the Caltrans <u>Plans</u>, <u>Specification and Estimates Guide</u>. The Structure Special Provisions shall bear the State of California Registered Professional Engineer registration seal with the signature, license number and registration certificate expiration date of the Engineer who prepared the special provisions or the Engineer under whose direction they were prepared. A list of contact items with item descriptions, item numbers, units of pay, and item pay codes, but without quantities or estimated unit costs, shall be included in the front of the special provisions.

#### 3. Estimate

CONSULTANT shall prepare quantity calculations and develop unit costs for items that are applicable to this project and shall prepare the bride cost estimate, utilizing the CALTRANS Quantity summary and Estimate Forms. Quantities for all contract items, including cost of lump sum items, shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams and dimensions necessary to allow them to be independently used by field engineers. All quantity calculations shall be independently checked and substantiated with independent calculations.

#### 4. Structure Design

CONSULTANT shall prepare project specific Structure Special Provisions in accordance with the Caltrans <u>Plans</u>, <u>Specification and Estimates Guide</u>. The Structure Special Provisions shall bear the State of California Registered Professional Engineer registration seal with the signature, license number and registration certificate expiration date

#### 5. Deliverables.

As required, the following submittals shall be delivered to SANBAG. The specific number of plans, estimates, and reports shall be determined prior to submittal.

# a. General Plan/Type Selection

CONSULTANT shall prepare and submit a general plan for the specialty structures. No further design work will be performed until DOS and SANBAG require a Type Selection Report. If necessary, a Type Selection Review Meeting will be held in Sacramento, in which CONSULTANT shall be prepared to discuss and provide information on foundation requirements, hydrological requirements, falsework requirements, seismic and aesthetic considerations, traffic handling, construction cost, and other pertinent information that is needed to determine the proper structure type.

A Type Selection Review Meeting will be scheduled a minimum of 2 weeks following the receipt of the Type Selection Report which consists of the proposed General Plan, General Plan Estimate, Type Selection Memo, Vicinity Map, and Project Seismic Design Criteria. The results of the meeting will be summarized in writing to the CONSULTANT within 2 weeks following the meeting. Within 2 weeks after reviving written approval of the proposed General Plan and structure type, the CONSULTANT shall furnish OSFP with rescued copies of the approved General Plan. The number of copies will be determined at time of submittal.

#### Sound Walls

- A. CONSULTANT shall prepare a sound wall plan. A Sound wall plan shall provide the location, length, height, typical sections, log of borings, and material and cost estimate calculations.
- B. CONSULTANT shall make provisions in the sound wall plan, specifications, quantity calculations, and estimates for one alternative construction method.
- C. CONSULTANT shall update right of way requirements, as needed to incorporate temporary construction easements for sound wall.
- D. CONSULTANT shall prepare independent sound wall plans, specifications, quantity calculations, and estimates for construction of the walls along the Golden West Dr. bluff.

#### Retaining Walls

- A. CONSULTANT shall be required to prepare all retaining wall plans. Said plans shall include wall location, height, typical sections, log of test borings, and material and cost estimate calculations. The extent of retaining wall construction shall be determined during the review of preliminary roadway engineering.
- B. CONSULTANT shall update right of way requirements, as needed to incorporate temporary construction easements for retaining walls.
- C. All required retaining walls are anticipated to be standard type CALTRANS walls found in

CALTRANS Standard Plans. CONSULTANT shall notify SANBAG immediately upon determination that a non-standard retaining wall will be required for the Project.

# Drainage Design

# A. General Requirements

- CONSULTANT shall be responsible for the design, including hydrologic computations of all drainage facilities necessary to provide adequate drainage of the Project, including pavement drainage, runoff generated within the Project Area, inflows from watersheds beyond the Project, and interim drainage during construction. Except where specified herein, all plans, specifications, quantity calculations, estimates, and reports shall be in English units and conform to CALTRANS requirements. Where conflicts in methodology occur, CONSULTANT shall notify SANBAG immediately for resolution.
- All reports shall be prepared by a qualified Civil Engineer who is registered in the State
  of California, and shall bear the Sate of California Registered Professional Engineer
  registration seal with his signature, license number, and registration certificate expiration
  date of the Engineer responsible for the preparation.

#### B. Permits

CONSULTANT will prepare exhibits required to assist SANBAG in obtaining any permits and construction/maintenance agreements.

# C. Hydrology Reports

# Off-site Hydrology Report

- a. CONSULTANT shall prepare an off-site hydrology report for the Project. The report shall be prepared in English units and conform to CALTRANS standards.
- b. Layout plans identify the location of existing and, if necessary, proposed drainage facilities shall be included within the report.
- c. The report shall be submitted to SANBAG and CALTRANS for review. Comments generated from these reviews will be returned to CONSULTANT for incorporation into the final plan. The number of copies of the report shall be determined prior to submittal.

# On-site Hydrology Report

- a. CONSULTANT shall provide an on-site hydrology report for the Project. The report shall be prepared in English units and conform to CALTRANS standards.
- b. Layout plans identifying location of proposed drainage facilities shall be included within the report.
- c. The report shall be submitted to SANBAG and CALTRANS for review. Comments generated from these reviews will be returned to CONSULTANT for incorporation into the final plan. The number of copies of the report shall be

determined prior to submittal.

## D. Reports and Plans

#### 1. General

- a. CONSULTANT shall update right of way requirements as needed to incorporate drainage and temporary construction easements for drainage facilities.
- b. Conflicts with other utilities, including other drainage facilities, shall be identified in plan and profile.

#### 2. Drainage Report and Plans

- a. Following CALTRANS and other agency review of the off-site and on-site hydrology reports, the CONSULTANT shall perform hydraulic analysis for all of the drainage facilities on the Project. The corresponding drainage report shall be prepared in English units and shall incorporate updated hydrology calculations.
- b. Drainage plans and profiles of proposed drainage facilities shall be included within the report. Modifications to existing facilities shall identified on the plans.
- c. The drainage report shall be submitted to SANBAG and CALTRANS for review.

#### 3. Edge Drains

CONSULTANT shall prepare edge drain plans for the pavement structural section drainage system.

#### Traffic Engineering

CONSULTANT shall prepare the necessary traffic handling plans showing long-term closure of lanes, local road and highway detours, and number of available lanes. Included in these plans are stage construction, construction traffic handling and detours, signing, striping, lighting, and signal modifications as presented below:

### A. Stage Construction

CONSULTANT shall prepare stage construction plans. Plans shall reflect the construction of all improvements identified on the plans. The plans shall include existing roadbeds, construction to be performed in the stage shown, traffic direction, number of lanes and future construction. CONSULTANT shall continually evaluate and update the stage construction plans during all phases of design.

B. Construction Traffic Handling Plans and Detours

- CONSULTANT shall prepare a Traffic Management Plan. The plan shall conform to CALTRANS standards.
- The Traffic Management Plan shall be submitted to SANBAG and CALTRANS for review. Comments generated from this review will be returned to CONSULTANT for incorporation into the final plan. The number of copies of the plan shall be determined prior to submittal.
- CONSULTANT shall prepare traffic handling plans which show long-term closure of lanes, detours and number of available lanes. Included in these plans are signing, striping, and modifications. CONSULTANT shall continually evaluate and update the traffic handling plans during the design process.
- CONSULTANT shall update right of way requirements as needed to incorporate temporary construction easements for traffic detours.

# C. Signing Plans

CONSULTANT shall prepare final plans, specifications, and estimates for signing plans including layouts showing the locations of roadside and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable standards and design criteria. Any requirements for electrical service shall be coordinated with the local electric utility by CONSULTANT.

# D. Pavement Delineation Plans

CONSULTANT shall prepare final plans, specifications, and estimates for pavement delineation in accordance with applicable CALTRANS standards and design criteria.

### E. Electrical Plans

CONSULTANT shall prepare final plan, specifications, and estimates for electrical plans including layouts showing lighting standard and conduit locations, other lighting appurtenances, and any structural or foundation requirements in accordance with applicable standards and design criteria. Any requirements for electrical service shall be coordinated with the local electric utility by CONSULTANT.

# D. FURNISHED MATERIALS

SANBAG will provide CONSULTANT with a copy of the draft PR/PSR, upon approval final PR/PSR, the environmental document, the mandatory and advisory fact sheets, and the GADs.

# E. ADMINISTRATION

# SANBAG Project Management and Administration

- A As part of their management activities SANBAG shall:
  - Conduct ongoing reviews of CONSULTANT's progress in performing the work and furnish technical comments in a timely manner.
  - Review certain types of correspondence such as, work requests to subconsultants, initial contact letters, sensitive correspondence, and other letters as necessary.
  - 3. Coordinate the distribution of public information.
  - 4. Review CONSULTANT's Quality Control Plan and CONSULTANT's conformance to its Quality Control Plan.
  - 5. Provide a focal-point contact for all questions, requests, and submittals.
  - Review the Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.
  - 7. Review CONSULTANT's detailed Critical Path Method (CPM) Logic Network Schedule; note any additions, deletions, or other changes; and return it to CONSULTANT with comments for revision.
  - 8. Receive and review monthly progress reports from CONSULTANT.
  - 9. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.
  - 10. Have final review and approval over all contractual payments and changes.

# CONSULTANT Project Management and Administration

- A. CONSULTANT management activities include, but are not limited to:
  - Maintaining suitable office facilities to serve as the Contract office for the duration of the Contract in the location specified in CONSULTANT's proposal.

- 2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.
- Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.
- Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular monthly progress and payment process.
- B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.
- C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding Subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. There could be instances whereby a subconsultant's portion of the project is greater then 49%. In the event this occurs, CONSULTANT shall bring it to SANBAG's attention immediately. SANBAG's Contract Manager will have the authority to grant exception. Throughout this effort CONSULTANT shall be the single source of contact and management of all subcontractors. Subcontractor management will include the coordination time required for all aspects of the Project including design, processing, and accounting.
- D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review. CONSULTANT is also responsible for recording and distributing the minutes of all meetings pertaining to the Project at which CONSULTANT is present.
- E. CONSULTANT shall give written notice to SANBAG within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete Services.

## **Project Controls**

- A. As part of the Project Controls effort CONSULTANT shall, at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review. These documents shall include, but are not limited to:
  - 1. Bar Chart(s) Schedules
  - 2. Progress Curve(s)
  - 3. Sample Amendment Format
  - 4. Sample Narrative Format(s)

- 5. Sample Estimate Format(s)
- Earned Value Cost Report
- B. CONSULTANT's Project Control System shall be able to:
  - 1. Determine the critical path for the Services in Contract.
  - 2. Forecast dates for intermediate milestones and project completion.
  - 3. Provide a clear format to incorporate progress data on each activity.
  - Provide reports showing actual progress compared to scheduled (planned) progress, and actual cost of services performed compared to (1) budgeted costs for services performed and (2) budgeted cost for services scheduled.
  - 5. Forecast possible delays and/or resource shortages.
  - Provide a basis for preplanning, including resource usage to recover from delays, allow schedule improvement, or accommodate other changes in the work.
  - 7. Provide projected manpower requirements and dollar costs based on current performance.
  - 8. Provide current project cost estimate information.
  - 9. Provide all the estimates necessary to assist in confirming the construction budget.
- C. Within 15 working days (or as requested by SANBAG) of assignment of services the CONSULTANT shall submit to SANBAG for their review, a Bar Chart Schedule showing the Critical Path and identifying all Project development activities and milestones. SANBAG will review these documents and return them to CONSULTANT with notes and comments as soon as possible in order to validate the planning and cost control procedures within the first calendar month of performance period.
- D. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation in the schedule.
- E. CONSULTANT shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met whether or not the reasons are within the CONSULTANT's control. In the event the Scope and Schedule of the Services is modified, and the modified Schedule is approved by SANBAG, CONSULTANT shall submit a revised Milestone Schedule. CONSULTANT shall perform the Services in accordance with the latest approved revision Milestone Schedule.

### **Monthly Progress Reports**

- A. On a monthly basis, CONSULTANT shall prepare and submit to SANBAG a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which CONSULTANT, and SANBAG will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. As a minimum, the monthly report should address the following specific areas:
  - 1. Time related Project status via a bar chart schedule
  - 2. Physical progress
  - 3. Amendment summary history
  - 4. Narrative status report
  - Earned Value Report
  - Graphical comparisons for actual progress vs. earned and planned progress for: physical (%complete), performance (hours complete) and cash flow.
- B. CONSULTANT shall have the ability to monitor and update its Detailed Project Control Schedule during the execution of the work and shall submit at each Progress Meeting, an updated four-week, horizon schedule to be used in monitoring the progress of the work.
- C. A Progress Meeting between CONSULTANT, CALTRANS, and SANBAG shall be held, at minimum, on monthly basis to discuss the design progress, potential problems, plans for the next period, and other progress issues. SANBAG and CALTRANS will establish with CONSULTANT the dates and times of these meetings. Three calendar days prior to each progress meeting, CONSULTANT shall provide SANBAG with a typewritten agenda for the meeting. CONSULTANT shall prepare typewritten meeting minutes and submit them to SANBAG and CALTRANS within seven calendar days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.
- D. Project Coordination Meetings may be called by SANBAG, CALTRANS or the CONSULTANT at any time that any party requires discussion of Project issues. CONSULTANT shall prepare minutes of the meeting and submit them to SANBAG and CALTRANS.

## Quality Assurance

A. CONSULTANT has total responsibility for the accuracy and completeness of all deliverables and any other work assigned to CONSULTANT. All services and deliverables furnished under this Scope of Services shall meet that responsibility through the implementation of a Quality Assurance Plan. CONSULTANT's Quality Assurance Plan shall be in effect throughout the entire Contract and, at minimum, shall establish the process necessary to ensure the following:

- 1. All deliverables and services shall be provided in a professional manner and meets the standards set forth herein.
- CONSULTANT shall maintain a set of Project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.
- B. CONSULTANT shall submit to SANBAG within 30 calendar days after receipt of Notice to Proceed two copies of their Quality Assurance Plan. SANBAG will review the plan established by CONSULTANT to determine if quality assurance procedures are adequate and appropriate to the complexity of the Project requirements. Review comments will be returned to CONSULTANT within 14 calendar days. If appropriate, the revised plan, which incorporates the comments of SANBAG, should be resubmitted within seven calendar days of receipt of comments.
- C. Evidence that the Quality Assurance Plan is functioning will be periodically confirmed by SANBAG. Deliverables that do not conform to the approved plan will be returned to CONSULTANT without review by SANBAG.

# Reproduction Services

CONSULTANT shall provide the reproduction services required for the Project inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Services.

# Submittal and Reviews

- A. Reports prepared by CONSULTANT shall be submitted in draft form, and opportunity provided for SANBAG and CALTRANS to review and direct revisions prior to formal submittal. If so requested by SANBAG and CALTRANS, CONSULTANT shall make other submittals in draft form to provide opportunity for review and revisions.
  - B. If CONSULTANT fails to submit the required deliverable items set forth in this Scope of Services, SANBAG shall have the right to withhold payment and/or terminate CONSULTANTS contract in accordance with the provisions entitled "Termination" included in this Contract.

#### CORRIDOR MOBILITY IMPROVEMENT ACCOUNT **Project Fact Sheet** Lead Agency: San Bernardino Associated Governements (SANBAG) Fact Sheet Date: 05/03/07 Darren Kettle, Director of Freeway Construction Contact Person 909-885-4407 Fax Number 909-884-8276 Phone Number dkettle@sanbag.ca.gov Email Address Project Information: Route / Post Mile Back \* Post Mile Ahead Caltrans Region/MPO/ TIP ID\* EA\* PPNO\* Corridor ' County District 200434 36.9 0F150 1132L 8 Sbd \*NOTE: PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTPA/MPO. Route/Corridor & Post Mile Back/Ahead used for State Highway System. Congressional: 40 Senate: 31 Legislative Districts Assembly: 63, 65 SANBAG PS&E: SANBAG E&P (PA&ED): Implementing Agency SANBAG CON: (by component) R/W: SANBAG I-10 Westbound Mixed Flow Lane Addition Project Title Location - Project Limits - Description and Scope of Work(Provide a project location map on a separate sheet and attach to this form) On I-10 in Redlands and Yucapia - Construct one westbound mixed flow lane from west of Live Oak Canyon Road Interchange to east of Ford Street Is included in the 2004 SCAG RTP as a gap closer - to reduce commuter delay between population rich and employment rich areas. overcrossing. The project: Improves California economic competitiveness and quality of life by reducing congestion for consumer and commercial vehicles. Description of Major Project Benefits 868 Hrs Daily Vehicle Hours of Delay Saved 69,194 Min. Daily Peak Hour Person-Minutes Saved Provides capacity to accommodate future growth to one of the fastest growing areas in the region. Improves a choke point by eliminating merge conflicts. Extends the existing mixed flow lane to major access points. · Without improvement, delay will continue to increase as land development continues to infill the urbanized area. Month/Year Corridor System Management Plan Caltrans Lead Agency: May-08 Plan Adoption Date: Jun-08 Plan Implementation Date N/A Month/Year Project Delivery Baseline (Milestones) Jul-04 Begin Environmental Phase (PA&ED) CE/CE Document Type: Draft Environmental Document Milestone Dec-07 Draft Project Report Milestone Aug-07 End Environmental Phase (PA&ED Milestone) Aug-07 Begin Design Phase Oct-09 End Design Phase (Plans, Specifications, and Estimates Milestone) Aug-07 Begin Right-of-Way Oct-09 End Right-of-Way (Right-of-way Certification Milestone) Jan-10 Begin Construction Phase

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# San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715 Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



San Bernardino	County 1	Transportation (	Commission (	■ San	Bernardino (	County 1	Transportation .	Authority
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San Bernardino County Congestion Management Agency
 Service Authority for Freeway Emergencies

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	Minute	Action			
	AGENDA ITE	M:			
Date:	August 9, 2007				
Subject:	Amendment No. 5 to Cooperative Agreement No. 95-065 with San Bernardino County Real Estate Services for right of way acquisition services				
Recommendation:*	1. Approve Amendment No. 5 to Cooperative Agreement No. 95-065 with San Bernardino County Real Estate Services for right of way acquisition services extending the period of performance through December 31, 2009 and increasing the not to exceed amount by \$500,000 for a new agreement total of \$1.641 million as described in the financial impact section below, and				
	2. Amend the 2007/08 SANBAG Budget increasing revenues and expethe amount of \$250,000 in TN 82208000, \$150,000 TN 87080000, and in TN 81508000. Funding sources include Measure I Valley Major P State Traffic Congestion Relief Program (TCRP) funds.				
Background:	This is an amendment to an existing cooperative agreement. In July 199 SANBAG entered into Cooperative Agreement no 95-065 with the Samuration County Real Estate Services Department (RESD) to provide right way acquisition support for the SR 30/210 projects on an as-needed basis. November 2002 SANBAG amended this cooperative agreement to expand the scope of work to include other projects including the State Street/University Parkway and Hunts Lane railroad grade separation projects, and other SANBA				
*					
		Approved Major Projects Committee			
		Date: <u>August 9, 2007</u>			
		Moved: Second:			
		In Favor: Opposed: Abstained:			
		Witnessed:			

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Major Projects Agenda Item August 9, 2007 Page 2

Freeway projects. The County RESD has performed exceptionally well providing sound technical advice and counsel as well as virtual immediate responsiveness.

The right of way activities on both the mainline SR 210 project and the State Street/University Parkway grade separation are complete. The next phase of work for the Hunts Lane Grade separation project, now that National Environmental Policy Act (NEPA) environmental clearance is final, will be right of way acquisition that will include both full fee takes as well as temporary construction easements. Also within the last month the 210 to 215 high-speed connectors received environmental clearance which now allows SANBAG and Caltrans to proceed with right of way acquisition for this project. While it is expected that Caltrans will be responsible for right of way acquisition for the 210/215 connectors that will eventually become State right of way, Caltrans is lacking staff resources to accomplish right of way acquisition for the local street realignments that are part of the project. SANBAG would anticipate using County RESD for those activities.

Financial Impact:

This action is not consistent with the 2007/08 Budget and does require a budget amendment. Amend the 2007/08 SANBAG Budget increasing revenues and expenditures in the amount of \$250,000 in TN 82208000, \$150,000 TN 87080000, and \$100,000 in TN 81508000. Funding sources include Measure I Valley Major Projects and State Traffic Congestion Relief Program (TCRP) funds. TN 82208000, TN 87008000, and TN 81508000

Reviewed By:

This item will be reviewed by the Major Projects Committee on August 9, 2007.

Responsible Staff:

Darren Kettle, Director of Freeway Construction

mpc0708f-dmk 81508000 82208000 87008000

# SANBAG Contract No. 95-065-05

# by and between

# San Bernardino County Transportation Authority

and

# County of San Bernardino

for

# Right of Way Services

FOR ACCOUNTING PURPOSES ONLY					
□ Payable     □ Payab	Vendor Contrac	t#	Retention:	☐ Original	
Receivable	Vendor ID		☐ Yes% X No		
Notes:	701,00				
NOICS.		Previous Amendme	ents Total:	\$ <u>Q</u>	
Original Contract:	\$ <u>1,141,000</u>	Previous Amendme	ents Contingency Total	: \$	
		Current Amendme	nt:	\$ 500,000	
Contingency Amount:	\$	Current Amendme	nt Contingency:	\$	
Contingency Amount requires	specific authorization	I by Task Manager prior to	release.		
Confingency remount to dance.		Con	tract TOTAL → \$ 1.	<u>641,000</u>	
		◆ Please include funding	allocation for the original co	ntract or the amendment.	
Task	Cost Code Fu	nding Sources		nounts	
822	Me	asure I		350,000	
870	<u>TC</u>	RP		50,000	
			<u> </u>		
Original Board Approved Contract Date: 07/11/95 Contract Start: 07/11/95 Contract End: 12/3/06					
New Amend. Approval (Board) Date: 09/05/07 Amend. Start: 09/05/07 Amend. End: 12/31/09					
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:					
Approved Budget F		Future	Fiscal Year(s) -	¢ 200 000	
Authority →	\$ <u>300,00</u>	OO Unaud	geted Obligation 🗲	\$ 200,000	
Is this consistent with the adopted budget? Yes X No					
If ves, which Task in	icludes budget au	thority?			
If no, has the budge		en submitted? ⊠Yes			
CONTRACT MANAGEMENT					
Please mark an "X" next to all that apply:					
☑ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local					
Disadvantaged Business Enterprise: No Yes%					
Task Manager: Darren Kettle Contract Manager: Arlis Childs					
N 500 8-2-07					
Task Manager Signature	Doto Doto				
Task Manager Signature		/2/07	-		
Chief Financial Officer S	Chief Financial Officer Signature Date				

# SANBAG Contract No. 95-065

#### Amendment No. 5

#### By and Between

# San Bernardino County Transportation Authority

#### And

### County of San Bernardino

For

# Right of Way Services

Whereas, SANBAG Contract No. 95-065 was entered into between San Bernardino County Transportation Authority (AUTHORITY) and the County of San Bernardino on July 11, 1995, for Right of Way Services, State Route 210; and,

WHEREAS, additional time and funds are needed to complete the project;

NOW, THEREFORE, AUTHORITY Contract No. 95-065 is hereby amended as follows:

- 1. Extend the completion date of this contract to December 31, 2009.
- 2. Under Section II, Article 7; the maximum not to exceed cost will be increased to \$1,641,000.
- All other provisions and terms of this contract shall remain the same.

San Bernardino County Board of Supervisors	San Bernardino  County Transportation Authority
By:	By:  Lawrence E. Dale President, SANBAG Board of Directors
Date:	Date:
	APPROVED AS TO FORM:
	By:  Jean-Rene Basle  SANBAG Counsel
	Date:

TN 82207000



# San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority

San Bernardino County Congestion Management Agency
 Service Authority for Freeway Emergencies

# Minute Action

	Minute	Aluon			
	AGENDA ITEI	M:			
Date:	August 9, 2007				
Subject:	Amendment No. 1 to Contract No. 03-037 with Terry Haines for right of way consultant services.				
Recommendation:* Approve Amendment No. 1 to Contract No. 03-037 with Terry Haines for r way consultant services increasing the not to exceed amount of by \$75,00 new contract total of \$150,000 as described in the financial impact section TN 81508000					
Background:	This is an amendment to an existing contract. In December 2002, SANBAG entered into contract 03-037 with Mr. Terry Haines for right of way acquisition consultant services to serve as SANBAG's right of way "trouble shooter" for SANBAG projects that required Caltrans to acquire right of way. Prior to serving SANBAG as an independent contractor, Mr. Haines was a highly competent and respected member of Caltrans District 8 right of way staff. Mr. Haines has had an especially strong and cooperative relationship with SANBAG staff over the years and has maintained the respect and relationships with his former Caltrans colleagues.  While the term of this contract is indefinite, the funds for the contract have been exhausted. The last two years have seen relatively limited right of way acquisition activities but that will be changing over the next two years as Caltrans				
*					
		Approved Major Projects Committee			
	Date: <u>August 9, 2007</u>				
		Moved: Second:			
		In Favor: Opposed: Abstained:			
		Witnessed:			

mpc0708g-dmk 81508000 Major Projects Agenda Item August 9, 2007 Page 2

undertakes an aggressive right of way delivery effort for the Interstate 215 Freeway widening project through San Bernardino. Right of way acquisition is the critical path item for the I-215 project with over 200 parcels needing to be acquired. The scope of services to be provided by Mr. Haines include appraisal review, overall acquisition process monitoring, preparation of Resolutions of Necessity, preparation of Right of Entry, review scheduling, participate in acquisition negotiations, and any other activity to ensure that aggressive delivery schedules will be met.

Financial Impact:

This action is consistent with the 2007/08 Budget and does not require a budget

amendment. TN 81508000

Reviewed By:

This item will be reviewed by the Major Projects Committee on August 9, 2007.

Responsible Staff:

Darren Kettle, Director of Freeway Construction

# SANBAG Contract No. 03-037-01

by and between

# San Bernardino County Transportation Authority

and

# Terry Haines

for

# Right of Way Services

FOR ACCOUNTING PURPOSES ONLY						
∑ Payable			Retention:	☐ Original		
Receivable	Vendor ID			☐ Yes% X N	○	
Notes:						
NOICES.		mendme	nts Total:	\$ <u>0</u>		
Original Contract:	\$ 75,000	Previous A	mendme	nts Contingency To	tal: \$	
	Current An	nendmen	<b>t.</b>	\$ 75,000		
Contingency Amount:	\$	Current An	nendmen	t Contingency:	\$	
Contingency Amount requires	specific authorization	by Task Manag	ger prior to I	release.		
Containgoney			Cont	ract TOTAL → \$	<u>150,000</u>	
		<b>↓</b> Please inclu	de funding :		contract or the amendment.	
Task	Cost Code Fu	nding Sourc	es :		Amounts	
815	<u>M</u> e	easure !		<del></del>	\$ 75 <u>.000</u>	
					\$ \$	
		<del></del>			\$	
	Original Board Approved Contract Date: 12/04/02 Contract Start: 12/04/02 Contract End: indefinite					
Original Board Approval	Board) Date:	09/05/07			Amend, End: indefinite	
New Americ. Approvar (2007)						
budget authority and f	uture fiscal year	(s)-unbudg	efed onli	gations.	u u	
Approved Budget Fiscal Year: 07/08 Future Fiscal Year(s) -				\$ 25,000		
1	Authority → \$ 50,000 Onbudgeted Obligation > \$ 20,000					
Is this consistent with the adopted budget? X Yes No						
If yes, which Task in	ncludes budget at	utnority?	  2	□No		
If no, has the budget amendment been submitted? Yes No  CONTRACT MANAGEMENT						
Please mark an "X" next to all that apply:  Intercovernmental X Private Non-Local Local Partly Local						
Intergovernmental A Private Control Control						
Disadvariaged business Enterprise						
Task Manager: Darren Kettle Contract Manager: Aris Childs						
Date  8-2-07  Contract Manager Signature  Date						
TaskWanager Signature Date Contract Manager Signature Date						
1 kun //		5/2/03				
Chief Financial Officer S	Chief Financial Officer Signature Date					

# SANBAG Contract No. 03-037, Amendment No. 1 By and Between

San Bernardino County Transportation Authority

And

Terry Haines

For

# Right of Way Services

Whereas, SANBAG Contract No. 03-037 was entered into between San Bernardino County Transportation Authority (AUTHORITY) and the County of San Bernardino on December 4 2002, for Right of Way Acquisition Services; and,

WHEREAS, additional funds are needed to complete the project;

NOW, THEREFORE, AUTHORITY Contract No. 03-037 is hereby amended as follows:

- 1. Under Article 4; the maximum not to exceed cost will be increased to \$150,000.
- 2. Under articles 2 and 4; CONTRACTOR billing rate shall be increased to \$85.00 per hour.
- 3. All other provisions and terms of this contract shall remain the same.

San Bernardino County Board of Supervisors	San Bernardino County Transportation Authority
By:	By:  Lawrence E. Dale  President, SANBAG Board of  Directors
Date:	Date:
	APPROVED AS TO FORM:
	By:
	SANBAG Counsel
	Date:

## **SANBAG Acronym List**

AB Assembly Bill

ACE Alameda Corridor East

ACT Association for Commuter Transportation

ADA Americans with Disabilities Act

APTA American Public Transportation Association

AQMP Air Quality Management Plan

ATMIS Advanced Transportation Management Information Systems

BAT Barstow Area Transit
CAC Call Answering Center

CALACT California Association for Coordination Transportation CALCOG California Association of Councils of Governments

CALSAFE California Committee for Service Authorities for Freeway Emergencies

CALTRANS California Department of Transportation

CARB California Air Resources Board
CEQA California Environmental Quality Act

CHP California Highway Patrol

CMAQ Congestion Mitigation and Air Quality
CMP Congestion Management Program

CNG Compressed Natural Gas
COG Council of Governments

CSAC California State Association of Counties

CTA California Transit Association

CTAA Community Transportation Association of America

CTC California Transportation Commission
CTC County Transportation Commission
CTP Comprehensive Transportation Plan

DMO Data Management Office
DOT Department of Transportation
E&H Elderly and Handicapped
EIR Environmental Impact Report
EIS Environmental Impact Statement

EPA United States Environmental Protection Agency

ETC Employee Transportation Coordinator
FEIS Final Environmental Impact Statement

FHWA Federal Highway Administration

FSP Freeway Service Patrol FTA Federal Transit Administration

FTIP Federal Transportation Improvement Program
GFOA Government Finance Officers Association

GIS Geographic Information Systems

HOV High-Occupancy Vehicle

ICMA International City/County Management Association

ICTC Interstate Clean Transportation Corridor IEEP Inland Empire Economic Partnership

ISTEA Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP Interregional Transportation Improvement Program

ITS Intelligent Transportation Systems
IVDA Inland Valley Development Agency
JARC Job Access Reverse Commute

LACMTA Los Angeles County Metropolitan Transportation Authority

LNG Liquefied Natural Gas
LTF Local Transportation Funds
MAGLEV Magnetic Levitation

MARTA Mountain Area Regional Transportation Authority

MBTA Morongo Basin Transit Authority

MDAB Mojave Desert Air Basin

MDAQMD Mojave Desert Air Quality Management District

MIS Major Investment Study

MOU Memorandum of Understanding

# **SANBAG Acronym List**

Metropolitan Planning Organization MPO

Mobile Source Air Pollution Reduction Review Committee MSRC

Metropolitan Transportation Plan MTP

Needles Area Transit NAT **Obligation Authority** OA

Orange County Transportation Authority **OCTA** 

Overall Work Program **OWP** 

Project Approval and Environmental Document PA&ED

Public and Specialized Transportation Advisory and Coordinating Council **PASTACC** 

Project Development Team PDT

Planning, Programming and Monitoring Funds PPM

Project Study Report **PSR** 

Public Transportation Account PTA Petroleum Violation Escrow Account **PVEA** 

Riverside County Transportation Commission RCTC

Redevelopment Agency RDA Request for Proposal RFP

Regional Improvement Program RIP

Record of Decision ROD

Regional Transportation Agencies' Coalition RTAC Regional Transportation Improvement Program RTIP

Regional Transportation Plan RTP

Regional Transportation Planning Agencies RTPA

Senate Bill SB

Service Authority for Freeway Emergencies SAFE San Bernardino Associated Governments SANBAG

South Coast Air Basin **SCAB** 

Southern California Association of Governments **SCAG** South Coast Air Quality Management District SCAQMD Southern California Regional Rail Authority SCRRA

Socioeconomic Data SED State Highway Account SHA

State Highway Operations and Protection Program SHOPP

Single-Occupant Vehicle SOV Short Range Transit Plan SRTP State Transit Assistance Funds STAF

State Transportation Improvement Program STIP

Surface Transportation Program STP **Technical Advisory Committee** TAC Transportation Control Measure TCM Traffic Congestion Relief Program TCRP Transportation Development Act TDA Transportation Enhancement Activities TEA

Transportation Equity Act for the 21st Century TEA-21

Traffic Impact Analysis TIA

Transportation Management Center **TMC** 

Traffic Management and Environmental Enhancement TMEE

Traffic Operations Center TOC

Transit Operator Performance Reporting System **TOPRS** 

Transportation Systems Management TSM United States Fish and Wildlife Service **USFWS** 

Urbanized Areas UZAs

Ventura County Transportation Commission VCTC

Victor Valley Transit Authority VVTA

Western Riverside Council of Governments WRCOG

# San Bernardino Associated Governments



# MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

> Approved June 2, 1993 Reaffirmed March 6, 1996